

Exhibit 12

CONSTITUTION and BY-LAWS

for

MAJOR PROFESSIONAL FOOTBALL OPERATIONS

as conducted by

**The
NATIONAL
FOOTBALL LEAGUE**

**The
AMERICAN
FOOTBALL LEAGUE**



1968

MAJOR PROFESSIONAL FOOTBALL OPERATIONS

as conducted by

**NATIONAL
FOOTBALL
LEAGUE**

**AMERICAN
FOOTBALL
LEAGUE**

CONSTITUTION and BY-LAWS 1968

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**COMMISSIONER'S OFFICE
410 PARK AVENUE
NEW YORK, NEW YORK 10022**

CONSTITUTION AND BY-LAWS
FOR MAJOR PROFESSIONAL
FOOTBALL OPERATIONS
AS CONDUCTED BY
THE NATIONAL FOOTBALL LEAGUE
and
THE AMERICAN FOOTBALL LEAGUE

This Constitution and By-Laws, covering major professional football operations as conducted by the member clubs of the National Football League (NFL) and the member clubs of the American Football League (AFL), has been adopted by the member clubs of both the NFL and the AFL in anticipation of and as a preliminary step toward the complete unification of their operations in an expanded single league in 1970. The provisions of this Constitution and By-Laws, as set forth below, will control such operations during the period prior to February 1, 1970 (or such earlier date as may be mutually agreed upon) and are binding upon the two leagues, all member clubs therein, and all officers, stockholders, directors, partners, or employees thereof.

ARTICLE I
COMMISSIONER

1. (a) Pete Rozelle shall serve and act as Commissioner for both the NFL and the AFL.
- (b) Any successor to Pete Rozelle as Commissioner must be approved by no less than 12 of the 15 clubs which were members of the NFL in 1966 in addition to the requirements set forth in sub-paragraph (c) hereof.
- (c) In addition to the requirements of sub-paragraph (b) above, any successor to the office of Commissioner shall be determined by the affirmative vote of not less than 13 members of the NFL and 8 affirmative votes of member clubs of the AFL.
- 1.2 The Commissioner, on behalf of the NFL and the AFL, may incur any expense which, in his sole discretion, is in the best interests of the NFL and the AFL.

Voting

*Financial and
Other Authority*

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cretion, is necessary to conduct and transact the ordinary business of both leagues, including but not limited to the leasing of office space, the hiring of employees and other assistance and services; provided, however, that the Commissioner shall not have authority to incur any expense for any extraordinary obligations or make any capital investment on behalf of either the NFL or the AFL without prior approval by the league or leagues so affected.

Independence Jurisdiction

1.3 The Commissioner shall have no financial interest, direct or indirect, in any professional sport.

1.4 The Commissioner shall have full, complete and final jurisdiction of:

- (a) Any dispute involving member clubs of the NFL and AFL certified to him by either of the disputants.
- (b) Any dispute between any player, coach or other employee of any club in either the NFL or AFL.
- (c) Any dispute between players employed by any club in either league other than disputes unrelated to and outside the course and scope of the employment of such persons as players with any club of either league.
- (d) Any dispute between a player and any official employed by either league, or any dispute between any club and any official in either league.
- (e) Any dispute involving a person owning an interest in a club in either league, or any players or employees of any such club of either league, or any combination thereof that, in the opinion of the Commissioner, constitutes conduct detrimental to the best interests of professional football as conducted by the member clubs of the NFL and AFL.

1.5 The Commissioner shall:

- (a) Preside at all joint meetings of the AFL and the NFL.
- (b) Be the principal executive officer over all other employees or officers of either league, and in that capacity shall have general supervision over the business and affairs of either league.

Policy and Procedure

1.6 The Commissioner shall interpret and from time to time establish policy and procedure in respect to the provisions of this Constitution and By-Laws governing the operation of Professional Football in both leagues

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and also may interpret and establish policy and procedure in respect to the Constitution and By-Laws of each league and any enforcement thereunder.

Game Officials

1.7 The Commissioner shall select and employ a supervisor or supervisors of game officials and shall further select and approve all game officials for all pre-season, regular season, play-off games, including intra and inter-league games in both leagues and the World Championship Game. Each club in both leagues shall have the duty to accept as game officials for any game, such officials as the Commissioner shall assign to such game.

Broadcasts and Television

1.8 The Commissioner shall have exclusive authority to arrange for all broadcasting and television rights to the World Championship Game.

Contracts

1.9 The Commissioner shall have authority to arrange for and negotiate contracts on behalf of both the NFL and the AFL with other persons, firms, leagues or associations, provided, however, that except in instances where the Commissioner is otherwise specifically authorized herein, any contract involving a substantial commitment by either the NFL or the AFL, or any of the clubs therein, shall not be binding unless first approved by the NFL and the AFL in the manner set out in § 4.5 hereof. Nothing in this section contained shall modify or affect any contract in existence in either the NFL or AFL at the time of the adoption of this Constitution.

1.10 The Commissioner shall render an annual report to the NFL and the AFL at each Joint Annual Meeting.

Bond

1.11 The Commissioner shall file and maintain in effect a surety bond in favor of the NFL and the AFL in the sum of \$50,000; said bond shall be conditioned upon faithful performance of the Commissioner of his duties, and shall name the NFL and the AFL as obligees. The expenses for such bond shall be paid and shared by the NFL and the AFL in accordance with the provisions of § 8.1 hereof.

1.12 (A) Whenever the Commissioner, after notice and hearing, decides that an owner, shareholder, partner or holder of an interest in any club, or any player, coach, officer, director or employee thereof, or an officer, employee or official of either the NFL or the AFL has either violated this Constitution and By-Laws or the Constitution and By-Laws of the NFL or the AFL, or has been or is guilty of conduct detrimental to the welfare of Profes-

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sional Football, or of either the NFL or the AFL, then the Commissioner shall have authority to:

- (a) Suspend and/or fine such person in an amount not in excess of \$5,000, and/or
- (b) Cancel any contract or agreement of such person with the NFL or the AFL, or with any club or clubs in either league.
- (c) In cases involving a violation of the prohibitions against tampering and set forth in Sections 10.1 (C)(10), 10.1(C)(11), 10.1(C)(12), 10.2 and 12.1(B) hereof, award or transfer selection choices and/or deprive the offending club of a selection choice or choices.

(B) Whenever the Commissioner determines that any punishment or discipline which he has power to impose pursuant to 51.12A above, is not adequate or sufficient considering the nature and gravity of the offense involved, he may refer the matter to the league or leagues which, in his sole discretion he deems to be affected thereby, whether NFL, AFL, or both, with a recommendation that the following additional or increased penalties or discipline be imposed; provided, however, that the matter of additional punishment or discipline of any such person in one league shall not be referred for determination solely by members of the other League.

- (1) Cancellation or forfeiture of the franchise of the club in the affected league; if such occurs, the affected franchise shall be sold and disposed of pursuant to the provisions of the Constitution and By-Laws of the affected league.
- (2) Cancellation or forfeiture of the interest in a club or in the franchise thereof owned by the person involved or implicated therein; if such occurs, the interest held by any person so implicated shall be sold and disposed of pursuant to the provisions of the Constitution and By-Laws of the affected league.
- (3) Declare one or more players of the offending club to be a free agent, or that one or more player contracts therein held by the offending club be assigned to another club or clubs.
- (4) Assignment to another club or a nominee of the League in which such club holds a franchise, of the lease on any stadium or playing field held for or owned by the offending club or by any person owning any interest thereof.

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- (5) Assignment to one or more clubs of a player or players or awarding or transferring selection choices from the Selection or Reserve Lists of the offending club.
- (6) Require the sale of any stock or interest in a club held by any such offending person by the method and under the procedure specified under the Constitution and By-Laws of the affected league.
- (7) Make any other recommendation he deems appropriate. Any recommendation by the Commissioner for additional punishment or discipline under the circumstances referred to in 51.12B must be approved or ratified by the affirmative vote of not less than 13 members of the NFL, if such league is affected, or by 8 members of the AFL, if such league is affected; any such decision shall be final, conclusive and unappealable. Any person involved in or affected by any such decision agrees to release and waive any and all claims that such party may now or hereafter have or possess arising out of or in connection with such decision against the Commissioner, individually and in his official capacity as well as against either league and against any officer or employee thereof, and any member club in either league, or any director, officer, shareholder or partner of a member club or the holder of any interest therein, whether for damages or for any other remedy or relief; the word "person", for the purpose of this section shall mean and include a club of either the NFL or the AFL, and any owner, officer, shareholder, or partner thereof, or anyone holding any interest therein. The membership of a club or the interest of any person owning a share or interest therein can only be suspended or terminated pursuant to and in accordance with the procedure specified in the Constitution and By-Laws of the affected league.

(C) Whenever the Commissioner, after notice and hearing, determines that a person employed by or connected with either league, or any club therein, has bet money or any other thing of value on the outcome or score of any game or games played by any clubs in either league, or has had knowledge of or has received an offer, directly or indirectly, to control, fix or bet money or other consideration on the outcome or score of a professional football game and has failed to report the same in the manner hereinafter prescribed, then the Commissioner

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shall have complete and unrestricted authority to impose any or all of the following penalties:

- (1) Suspend such person indefinitely or for a prescribed period of time.
- (2) Bar such person from professional football in the NFL or AFL for life.
- (3) Cancel or terminate the contract of such person in either league or with any club thereof.
- (4) Require the sale of any stock or other interest of such offending person of any club by the method and under the procedure specified in the Constitution and By-Laws of the league with which said club is identified.
- (5) Fine such person in an amount not in excess of Five Thousand Dollars (\$5,000).
- (6) Cancel or declare to be forfeited any interest in a club or in the franchise issued by either league owned by any person so involved; in such event, any interest of the offending person so implicated in the club or any stock owned by such person in any club shall be sold under the procedure prescribed in the Constitution and By-Laws of the affected league.
- (7) Assign to another club in the same league the lease of any stadium or playing field held for or owned by the offending club or any person owning any interest therein.
- (8) Assign to one or more other clubs, players on the Selection or Reserve Lists of the offending club.
- (9) Impose such other or additional punishment or discipline as the Commissioner may decide.

If the person involved is a player in either league, such player is obligated to report immediately such incident to the head coach, owner or managing officer of the club with which he is affiliated. If the person involved is either an owner, officer, director, shareholder or partner of a club, or owns or holds an interest therein, or is a coach or employee (other than a player) thereof, such report shall be made promptly to the Commissioner. Any decision by the Commissioner under the circumstances referred to herein shall be final, conclusive and unappealable. All persons involved in or affected by any such decision agree to release and waive any and all claims arising out of or connected with such decision that such

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person may now have or hereafter possess against the Commissioner individually or in his official capacity as well as against either the NFL or the AFL or any officer or employee thereof, and against every club therein or any director, officer, shareholder or partner thereof, or against the holder of any interest therein either for damages or for any other remedy or relief. The word "person" wherever used in this sub-section shall mean and include a club or any club owner, official, stockholder and partner thereof, or anyone holding any interest therein, as well as a coach, player or other employee thereof; it shall also include an officer or employee of either league or any official or person employed by either league.

(D) Whenever the Commissioner finds in his sole and exclusive discretion that any person, whether or not connected or affiliated with either league or a club therein, is guilty of conduct detrimental to the best interests of either or both leagues, or to Professional Football, then in addition to his other powers prescribed in this Constitution and By-Laws, the Commissioner shall have the right to bar and prohibit such person from entry into any stadium or park used by either league or its member clubs or affiliates thereof for the practice or exhibition of Professional Football.

(E) The Commissioner shall have authority to change, reduce, modify, remit, or suspend any fine, suspension, or other discipline imposed by the Commissioner which did not require approval of the leagues or clubs therein.

(F) The Commissioner shall have the power without a hearing, to disapprove contracts between a player and a club in either the NFL or AFL, if such contract has been executed in violation of and contrary to this Constitution or the Constitution and By-Laws of the applicable league, or if either or both of the parties to such contract have been or are guilty of an act or conduct which is or may be detrimental to either league or to the sport of professional football. Any such disapproval of a contract between a player and a club shall be exercised by the Commissioner upon the written notice to the contracting parties within ten (10) days after such contracts are filed with the Commissioner. The Commissioner shall also have the power to disapprove any contract between any club and a player or any other person, at any other time pursuant to and in accordance with the provisions of this Constitution and By-Laws.

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(G) The Commissioner shall have the power to hear and determine disputes between clubs in respect to any matter certified to him by either or both of the clubs; he shall also have the power to settle and determine any controversy between two clubs which, in the opinion of the Commissioner, involves or affects league policy or Professional Football as conducted by the member clubs of the NFL or of the AFL.

(H) The Commissioner shall have the right to propose amendments or modifications to this Constitution and By-Laws by submitting amendments or modifications thereof in writing to the NFL and the AFL no less than twenty (20) days prior to the holding of any joint meeting of the NFL and the AFL.

Removal

1.13 In the event that the Commissioner shall be convicted of a crime involving moral turpitude or be physically or mentally incapacitated from performing his duties or shall fail or refuse to abide by this Constitution and By-Laws, or in the event the Commissioner fails or is unwilling to perform his duties, then the leagues shall have the power to suspend or remove the Commissioner provided such action is first approved by thirteen (13) affirmative votes of the clubs of NFL and eight (8) affirmative votes of the clubs of the AFL.

ARTICLE II

COVENANTS AND OBLIGATIONS

2.1 Both the NFL and AFL and the member clubs thereof, and each and all of the owners, officers, stockholders, directors or partners therein, as well as any other person owning any interest in a club, agree that:

- (a) They, and each of them, shall be bound by and will observe all decisions of the Commissioner in all matters within his jurisdiction.
- (b) They, and each of them, shall be bound by and will observe all decisions, rulings and action of the Executive Committee of their league, in every matter within the jurisdiction of such Executive Committee.
- (c) They and each of them, waive any and all claims or demands, whether for damages or otherwise, which they, or any of them, might now or here-

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after possess against the Commissioner, individually or in his official capacity, as well as against any member club or any officer, director, owner, stockholder, or partner thereof, or the holder of any interest in any member club in connection with or by reason of any decision, ruling, or action of the Commissioner or the applicable league in reference to any matter within their respective jurisdiction.

- (d) They, and each of them, shall include in every contract between any member club and its employees, including coaches and players, a clause wherein the parties to such contract agree to be bound by this Constitution and By-Laws.
- (e) They, and each of them, agree to be bound by all of the terms and provisions of this Constitution and By-Laws as now or hereafter in effect.
- (f) They, and each of them, agree to play all games in their respective league and to conduct the business and other affairs of such league in accordance with and subject to the terms and provisions of this Constitution and By-Laws and the Constitution and By-Laws of their league as now in effect or as hereinafter amended; it is further agreed that wherever the terms and provisions of the Constitution and By-Laws of either League conflict with the provisions of this Constitution and By-Laws, the provisions of this Constitution and By-Laws shall govern and prevail, and any provision of the Constitution and By-Laws of either League which is omitted from this Constitution and By-Laws and which is not in conflict with a provision hereof, shall remain in full force and effect.

ARTICLE III

DEFINITIONS

3.1 For the purposes of this Constitution:

- (a) "Home Club" means the club at whose stadium a game is played; provided, however, that if, in the World Championship Game or in any pre-season game between teams in opposing leagues, the game is not played in the home city of one of the

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Home Club

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competing clubs, neither club shall be deemed to be the Home Club.

Visiting Club

- (b) "Visiting Club" means a club whose team is playing a game at the stadium of another club; provided, however, that if, in the World Championship Game or in any pre-season game between teams in opposing leagues, the game is not played in the home city of one of the competing clubs, neither club shall be deemed to be the Visiting Club.

ARTICLE IV

JOINT MEETINGS

Annual Meeting

- 4.1 An Annual Joint Meeting of the NFL and AFL shall be held on the second Monday in February of each year at such places and times as the Commissioner shall designate in the notices of the meeting.

Special Meeting

- 4.2 Special Joint meetings may be held at any place upon call by the Commissioner.

Notice

- 4.3 (A) Written notice of the time and place of holding any Joint Annual Meeting shall be given to each club at least thirty (30) days in advance of the day fixed for such Joint Annual Meeting, and at least seven (7) days in advance of the day fixed for any Joint Special Meeting.

- (B) Notice of a Joint Special Meeting shall state the time, place and purpose of the meeting. The notice of the Annual Meeting must state the time and place of the meeting, but not the purpose; if any amendments to this Constitution and By-Laws are to be considered at the Joint Annual Meeting, the submission of such proposals must be in accordance with Article 22.1 hereof.

- (C) Notice of meetings may be waived by the consent of all member clubs of both Leagues.

Voting and Representation

- 4.4 At each Joint Meeting each club shall be limited to two (2) representatives; each club shall be limited to one (1) vote upon any matter presented at the meeting. Each member shall file with the Commissioner within the time designated by the Commissioner a written designation of the representatives and any alternate to vote and act for its club. The Commissioner or other presiding officer may require proof satisfactory to the Commissioner

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or presiding officer of the authority of any representative to represent a member.

- 4.5 Number of Votes. Except as herein otherwise specifically provided, the affirmative vote of not less than 13 votes of clubs of the NFL and 8 votes of clubs of the AFL at any annual or special meeting shall be required for action.

- 4.6 Order of Business at Joint Annual Meeting. The order of business for the Joint Annual Meeting shall be as follows:

Roll Call
Reading of Minutes of the Previous Meeting
Report of Commissioner
Report of Committees
Unfinished Business
New Business
Adjournment

- 4.7 Conduct of Meeting. Except in respect to matters covered specifically in this Constitution and By-Laws, Roberts Rules of Order shall prevail in all joint meetings; provided, however, that any action taken in any joint meeting involving a matter not covered specifically in this Constitution and By-Laws shall require the consent of thirteen (13) clubs of the NFL and eight (8) clubs of the AFL.

- 4.8 Action without a Meeting. Any action or resolution which may be taken or adopted at a joint meeting may be taken or adopted by an instrument in writing signed by all clubs of both leagues.

ARTICLE V

COMMITTEES

- 5.1 The Commissioner and/or either league may appoint such committees as he or they deem necessary or appropriate. All committees shall have only such authority as the member clubs in both leagues shall decide by the affirmative vote of not less than thirteen (13) clubs of the NFL and by the affirmative vote of not less than eight (8) clubs of the AFL. All committees shall act under the direction and supervision of the Commissioner who shall be an ex officio member of each committee with no right to vote, unless such right shall be granted pursuant to the resolutions establishing such committee or committees.

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and include an area of one-half the distance between such cities.

(B) The "Home Territory" of the Green Bay Packers shall extend to and include all of Milwaukee County, Wisconsin, despite the fact that portions of such County are outside the 75 mile limits from the exterior corporate limits of the City of Green Bay.

7.2 Each club in each league will have the exclusive right within its own territory to exhibit professional football games played by teams in either league, except that:

(A) Whenever two clubs in the same or different leagues hold franchises and are located in the same city, then the owners of each of said franchises shall have equal rights within the home territory of such city.

(B) In respect to the San Francisco and Oakland franchises, the following provisions shall apply:

(i) The Home Club in each city shall have the exclusive right to exhibit professional football games played by teams in either league in its city, and neither the San Francisco club nor the Oakland club shall have any right to play professional football in the city of the other without the consent of the other club.

(ii) In respect to the area included in the home territory of both of said clubs, but located outside the city limits of both cities, both clubs shall have joint rights of exclusivity and both of said clubs may play games with other clubs in either league (subject to the provisions of this Constitution and By-Laws) within such area without the consent of the club also operating in the same home territory or any part thereof.

(C) Subject to the provisions of the foregoing paragraphs (A) and (B) above, no club in either league shall be permitted to play games within the home territory of any other club in either league unless a home club is a participant. No franchise shall be granted by either league for operation within a home territory which overlaps the home territory of a present member of either league without the prior written consent of such member.

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ARTICLE VI

TEAM UNIFORMS

Conflicting Club Colors

6.1 (A) Subject to the provisions of sub-section B hereof, and at the option of the Home Club the visiting team in any inter-league game shall wear the colors awarded to such team by the league with which it is identified and the home team shall wear white. In the event that the colors of the visiting team conflict with the white worn by the home team the visiting team shall wear other colors approved by the Commissioner.

(B) Provided written approval is obtained from the Commissioner, neither club in inter-league games shall be required to wear white jerseys but shall be permitted to wear the colors awarded to their respective club.

(C) Anything in sub-paragraphs (A) and (B) of this S6.1 to the contrary notwithstanding, if any game, including the World Championship Game, is played between clubs in opposing leagues, and such game is played in a city other than in city of the competing clubs, then the colors awarded to such teams by its respective league may be worn by the competing teams unless such colors are, in the opinion of the Commissioner, conflicting; in such event, if competing teams are unable to agree upon the colors to be worn by each team in such game, the Commissioner shall have the right to designate the colors to be used by the competing teams in such game.

ARTICLE VII

TERRITORIAL RIGHTS

Home Territory

7.1 "Home Territory" with respect to any club in either league means the city in which such club is located and for which it holds a franchise and plays its home games and includes the surrounding territory to the extent of 75 miles in every direction from the exterior corporate limits of such city except as follows:

(A) Whenever any two clubs, whether or not members of the same league, other than the San Francisco 49ers and the Oakland Raiders, are located and hold franchises for different cities within 100 miles of each other measured from the exterior corporate limits of such city, then the territorial rights of each of such clubs shall only extend to

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Territorial Rights of Members

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- (D) Despite the foregoing provisions, in the event the Baltimore franchise is forfeited or surrendered, or is transferred to a city other than Baltimore, all rights to the Baltimore territory shall revert in the Washington Redskins, and the area included in the Baltimore territory shall be reconstituted and become part of the home territory of the Washington Redskins.

Territorial Rights of League

7.3 Each league shall have exclusive control of the exhibition of football games by its member clubs in the home territory of its member clubs subject to the rights herein granted to member clubs of both leagues under this Article VII. The home cities of the NFL are:

Atlanta, Georgia
 Baltimore, Maryland
 Chicago, Illinois
 Cleveland, Ohio
 Dallas, Texas
 Detroit, Michigan
 Green Bay, Wisconsin
 Los Angeles, California
 Minneapolis-St. Paul, Minnesota
 New Orleans, Louisiana
 New York, N. Y.
 Philadelphia, Pennsylvania
 Pittsburgh, Pennsylvania
 St. Louis, Missouri
 San Francisco, California
 Washington, D. C.

The home cities of the AFL are:

Boston, Massachusetts
 Buffalo, New York
 Cincinnati, Ohio
 Denver, Colorado
 Houston, Texas
 Kansas City, Missouri
 Miami, Florida
 New York, N. Y.
 Oakland, California
 San Diego, California

7.4 The members of both leagues have the right and agree to operate professional football clubs and play the applicable league schedule in their respective cities located within their home territories as herein above set out, subject to the provisions of this Article VII.

7.5 No member club in either league shall have any right to transfer its club or franchise either to the same

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or another city located within the territorial limits of a city in which a franchise in either league is presently located, nor shall any new franchise be granted by either league for operation in a city within the territorial limits of the city in which a franchise of either league is presently located, unless such action is approved by the unanimous consent of all member clubs of both leagues.

ARTICLE VIII ASSESSMENTS

8.1 Whenever monies are required to meet expenses then upon demand by the Commissioner, each club of both leagues shall be obligated to contribute equally its share of the required monies.

ARTICLE IX

BROADCASTING AND TELEVISION

9.1 Each league shall adopt its own provisions in respect to the right of the member clubs in its league to televise and broadcast any games played by member clubs in its league with the following limitations:

- (a) Pre-season games between teams in different leagues may only be telecast by the visiting team to its home territory. Despite the foregoing, whenever the pre-season game is between the San Francisco 49ers and the Oakland Raiders, or between the New York Giants and the New York Jets, such game cannot be telecast to the home territory of either participant, or otherwise, without the consent of both participants.
- (b) The sale of radio, television and film rights for the World Championship Game between the two clubs in each league shall be under the sole jurisdiction of the Commissioner.
- (c) The present television commitments in each league shall remain in full force and effect, and neither league shall be in any manner restricted in respect to the right to televise or broadcast its games by reason of provisions contained in any television agreement of the other league.
- (d) Neither league shall make any television agree-

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Television Limitations

Assessments

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ment or commitment extending beyond February 1, 1970.

(e) In the World Championship Game:

(i) The participating clubs may broadcast by radio on a non-exclusive basis from a station located in its home territory; provided, (a) said club contributes to the gross receipts of the game (to be divided in the same manner as game receipts are distributed) a fair and equitable sum fixed by the Commissioner in his sole and absolute discretion; and (b) provided the Commissioner approves all sponsors and broadcasters involved in the game.

(ii) No television station may carry or broadcast the game if its signal is visible within an area of seventy-five (75) miles from the exterior limits of the city where the game is being played. The Commissioner's decision in this matter shall be final.

Broadcast Facilities 9.2 Broadcast Facilities. Each club when playing at home shall provide adequate space for use of the visiting club in telecasting and/or broadcasting each game.

ARTICLE X

PROHIBITED CONDUCT

10.1 Conflicting Interests and Prohibited Conduct.

(A) The violation of any of the provisions of this Article shall constitute conduct detrimental to professional football as conducted by the member clubs of the NFL and AFL.

(B) No club, or stockholder, officer, director, partner or employee thereof, and no officer or employee of either league, including a game official, shall:

- (1) Own or have any financial interest directly or indirectly, in any other club of either NFL or AFL.
- (2) Directly or indirectly, loan money to or become surety or guarantor for any other club, or any player, coach, or employee thereof, of any owner, stockholder, director, partner, or holder of an interest therein.
- (3) Directly or indirectly, loan money or offer any gift or reward or become surety or guarantor for

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any game official or other official or employee of any club therein.

(4) Act as the contracting agent or representative for any player or share or be financially interested in the compensation of any player in the League. Nothing herein shall prevent any player from negotiating on his own behalf or for his own account.

(C) No club in either the NFL or the AFL, nor any stockholder, director, officer, partner or person holding an interest therein, nor any officer or employee of either League shall:

- (1) Publicize or participate in the selection of any mythical All-League or All-Opponent team.
- (2) Issue a free ticket of admission to a game to any visiting club or player thereof except pursuant to the Constitution and By-Laws of the League with which he is identified.
- (3) Offer any gift or reward to a player, coach or club for services promised, rendered or to be rendered in defeating or attempting to defeat a competing club.
- (4) Publicly criticize any club or its management, personnel, employees or coaches and/or any football official employed by the League or any member club of either NFL or AFL; all complaints or criticism in respect to the foregoing shall be made to the Commissioner only, and shall not be publicized directly or indirectly.
- (5) Directly or indirectly pay a fine for a person who has been so penalized.
- (6) Permit or state in any game program, or by means of its public address system or otherwise, that it, he, or they, offer or agree, either directly or indirectly, to pay or give money or any other thing of value to any member of the public; neither shall any club or other person referred to in this §10.1 be permitted to participate at any time, directly or indirectly, in any lottery of any kind.
- (7) Own, directly or indirectly, any interest whatsoever in a professional football organization, league, club, or team not a member of either the NFL or the AFL.
- (8) Offer or pay a Player or coach, and no player or coach may receive, any bonus, money or thing of value for winning any game played in NFL

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or AFL in which any club of either NFL or AFL participates or sponsors.

No club or any representative thereof shall offer to pay, directly or indirectly, to a player, and no player shall receive, any bonus of any kind unless such bonus provision is attached to and/or incorporated in the contract of such player.

- (9) Fail to present its team at a time and place where it is scheduled to play in a pre-season or regular season game, unless such failure is caused by an unavoidable accident in travel or by conditions beyond the control of the member.
- (10) Tamper with players of college teams who are not eligible for play in either the AFL or NFL under the eligibility rules herein set out.
- (11) Tamper with a player or coaches under contract to or the property of another club.
- (12) Offer, agree, conspire, or attempt to illegally influence the outcome of any game participated in by the team of the club or fail to suspend immediately any officer or player or other employee of the club who is proven guilty of offering, agreeing, conspiring, or attempting to influence the outcome of any game or be interested in any pool or wager of any game in which a club participates.

(D) No player, coach, or manager shall, directly or indirectly, own stock or have any financial interest in the ownership or earnings of any club of either AFL or NFL, other than in the club with whom he is employed, and then only under an agreement approved by the member clubs of its league stipulating for the immediate sale (and the terms thereof) of such stock or financial interest therein in the event of his transfer to, employment by, or association with another club. A player, coach, or manager financially interested in another club shall be ineligible to play for, coach or manage the club of any other member while, in the opinion of the Commissioner such interest is retained by or for him, directly or indirectly.

Tampering

10.2 Tampering. If a Club or any officer, shareholder, director, partner, employee, agent or representative thereof, or any person holding an interest in said club shall tamper, negotiate with, or make an offer to a player on the Active, Reserve or Selection List of another Club, then unless the offender shall clearly prove

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to the Commissioner that such action was unintentional, the offender, in addition to being subject to all other penalties provided in the Constitution and By-Laws of the League with which it is connected and the Constitution and By-Laws hereof shall lose its selection choice in the next succeeding Selection Meeting in the same round in which the affected player was originally chosen; if such affected player was never selected in any Selection Meeting, the Commissioner shall determine the round in which the offending club shall lose its selection choice. Additionally, if the Commissioner decided such offense was intentional, the Commissioner shall have the power to fine the offending club and may award the offended club 50% of the amount of the fine imposed by the Commissioner. In all such cases the offended club must first certify to the Commissioner that such an offense has been committed.

10.3 (A) No coach or administrative or supervisory employees, as hereinafter defined, may be employed by any club without the prior approval of the Commissioner. All coaches must have a written contract: such contract shall be filed in the Commissioner's office promptly following execution, and the terms thereof must be approved by the Commissioner; an administrator or supervisory employee, for the purpose of this section, shall mean a General Manager or any assistant to the President or Executive Officer of the Club.

Additional Restrictions

(B) A veteran player must be paid a full game current season salary and a first-year player a half-game salary for playing in the Chicago Tribune All-Star Game.

(C) No owner or person holding any interest in a club, nor any officer, stockholder, director or partner thereof, nor any employee of either league or a club therein shall enter the dressing room of a game official.

(D) For purposes of this sub-section, a player shall be deemed to be an "active member of the Armed Forces" until he is discharged therefrom or listed as a reserve member of the Armed Forces. No active member of the Armed Forces may play or practice with a club in either League, subject to the following limitations:

- (1) In the event of a declaration of war, the Commissioner has the right to suspend this requirement for the duration thereof.
- (2) This provision shall not apply to participation in the Chicago All-Star Game, nor to any pre-season games.

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- (3) This provision shall not apply to any player who has been given a conditional release from the Armed Forces or is on terminal leave.
- (4) Active members of the Armed Forces may play or practice with a club provided:
- (i) The club, at the time the player is inducted into the Armed Forces of the United States, continues to carry such player as one of its active players and notifies the Commissioner to that effect at the time of said induction; and
 - (ii) Such player receives permission from his Commanding Officer in the military service to play or practice with such club.

(E) No club, nor any coach, representative or employee thereof, shall use or employ any mechanical or other equipment or device in connection with the staging or playing of any game, except such as has been normally and commonly used in games in former seasons in its League; no electronic magnifiers or loud speaker systems may be used or employed either from the stands, bench or sidelines to impart any information or instructions to players engaged in play on the field, but such instruction or information shall only be given orally or through substitution.

(F) No films of prior games shall be shown or displayed on or by means of television other than complete game films; such film shall not be stopped during any such showing; provided, however, that in the staging of a regular quarterback show of a club, clips or portions of game films may be shown. In connection with the showing of films, no employees, officer, owner or representative of a club shall make any comment or express any opinion, publicly or for publication, on the quality of the officiating or that any play shown was or was not illegal.

(G) No bonus may be paid to a player or players for winning a particular game; neither may remuneration or gifts of any kind other than those listed in the contract of a player, be announced, promised, or paid directly or indirectly by a Club, or by any person connected with or employed by a club; if players are employed by or connected with a club involved in a Play-Off Game, or the World Championship Game, then no remuneration or gift shall be announced, promised or paid until such game shall have been played.

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(H) No blanket remuneration or bonuses shall be paid or given to players at any time.

(I) Players under contract shall not be required to report to training camp for practice prior to nine (9) weeks before opening game in the schedule of their League, except that the team participating in the Chicago Tribune All-Star Game shall be permitted to conduct its practice sessions in accordance with the provisions of the agreement covering the playing of the game.

(J) All clubs must pay the travel expense of the players to training camp, and if the player thereafter is included on the Active List of the club for the first League game, travel expenses to training camp for that player, if previously paid, may be deducted from the salary of the player. If a player is waived out, then the waiving club shall pay the travel expenses of the player for the return trip to his home, provided, however, that if the player is claimed by another club under waivers, or is sold or traded, then the club acquiring the player shall pay the travel expenses of such player incurred in connection with reporting to the new club.

ARTICLE XI

PLAYING RULES

11.1 Official Rules. The playing rules for professional football conducted by the AFL and NFL shall be those set out in the book entitled "Rules Book for Professional Football as Conducted by the NFL and AFL."

*Official Rules**Amendment of Rules*

11.2 Amendment of Rules. Playing rules may be amended or changed at any Joint Meeting if ratified or authorized by affirmative vote of not less than thirteen (13) clubs of NFL and eight (8) clubs of AFL, provided the proposed amendment or change has been presented to each League in writing thirty (30) days prior to the Rules Committee Meeting; otherwise unanimous consent of all clubs of both Leagues is required for any amendment to the Playing Rules.

11.3 Rules Committee. Each club in NFL and AFL shall have one representative only on the Rules Committee.

Rules Committee

ARTICLE XII

ELIGIBILITY OF PLAYERS

12.1 (A) No Person shall be eligible to play or be selected as a player unless (1) all college football eligi-

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bility of such player has expired, or (2) at least five (5) years shall have elapsed since the player first entered or attended a recognized college or university, or (3) such player received a diploma from a recognized college or university prior to September 1st of the next football season of the League.

The Expression "recognized junior college, college or university" shall be interpreted to mean any college listed in the Blue Book of College Athletics, published by McNitt Co., Inc., 2442 East 4th Street, Cleveland 15, Ohio and/or the Education Directory-Higher Education-Federal Security Agency, Office of Education, Part Three, Washington, D.C.

The fact that a player has college eligibility remaining in another sport other than football shall not affect his eligibility under this section provided the player meets all other qualifications hereunder. Any player with college football eligibility remaining in accordance with the foregoing provisions hereof shall not be eligible to be selected unless such player gives written notice to the Commissioner of his intention on or before January 15th in that year stating his intention to graduate before the fall semester. Any player who fails to give such notice to graduate and then does graduate prior to the fall semester, cannot be signed to any contract; such players shall be selected in a separate selection meeting at a time and place fixed by the Commissioner, the order of selection to be determined either by lot or some other method prescribed by the Commissioner. The Commissioner shall have the right to change the date of January 15th above referred to, if, in his opinion, such change is necessary to properly conduct the selection meeting.

Despite the foregoing, if four college football seasons shall have elapsed since the player first entered or attended college and, if such player did not at any time during such period, participate in college football, such player shall be eligible for selection.

(B) No player may be signed to a contract or any other document (including a letter of intent), directly or indirectly, until completion of all football games, including post season bowl games in which the team of the school or college of such player is to participate and in which the player is to participate; such provision shall also apply to college football players competing in football in any season ending after the date when the original class of such player shall have been graduated. If a club violates this section, it shall be subject to punishment by the Commissioner; such punishment shall pro-

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vide for the loss of selection choices of the offending club in the next or in succeeding Selection Meetings up to and including the entire Selection List. All negotiating rights to the player or players so involved shall be awarded to the club lowest in the joint league standings, excluding the offending club, at the time of the last Selection Meeting.

(C) A diploma of graduation issued by a recognized college or university to a student under an accelerated course or program shall be acceptable for eligibility purposes despite the fact that the student actually attended such institution for a period of less than four (4) years.

(D) No free agent with college athletic eligibility remaining, who registers at a college for the fall term or semester may be signed to a contract by a club until the close of the next succeeding joint Selection Meeting, at which meeting he would be eligible for selection.

(E) No person who plays college football after the opening date of the training season in any year may play football in either NFL or AFL during the balance of the same calendar year.

(F) No person eligible for the Selection Meeting in any calendar year may be signed to a contract with a club in either NFL or AFL until the Selection Meeting in that year.

(G) A player, either under contract to or on the Reserve or Selection List of a club, shall be a member of the team of that club until the Commissioner receives notice from such club that other clubs in his league are free to negotiate or contract with said player. Upon receipt of any such notice, the Commissioner shall promptly notify all other clubs thereof. Until the notice is given by the Commissioner, no other club may sign a contract nor negotiate with such player unless prior written permission thereof has been given by the club owning rights to such player.

(H) Any player, whose contract with a club has expired, shall thereupon become a free agent and shall no longer be considered a member of the team of that club following the expiration date of such contract. Whenever a player, becoming a free agent in such manner, thereafter signs a contract with a different club in either the NFL or the AFL, then, unless mutually satisfactory arrangements have been concluded between the two clubs, the Commissioner may name and then award to the former club one or more players, from the Active, Re-

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serve or Selection List (including future selection choices) of the acquiring club as the Commissioner in his sole discretion deems fair and equitable; any such decision by the Commissioner shall be final and conclusive.

Rules and Regulations

12.2 (A) A Club, at its option, may adopt individual club rules and regulations not inconsistent with or contrary to this Constitution and By-Laws or of its League and/or the Rules and Regulations of its League. The club shall give the player reasonable notice of all rules and regulations adopted by the club. Any club adopting rules and regulations may suspend and/or fine a player for violation thereof.

(B) Either League may adopt rules and regulations, and any rules and regulations so adopted must be printed on the reverse side of the standard form of player contract used by clubs in the applicable league.

Restrictions on Play by Other Employees

12.3 (A) No person employed by a club as a coach, trainer or in any capacity other than as a player, may play for that club in that same year unless such person is listed and counted as an Active Player at the time of the first and in each succeeding player limit reduction.

(B) Whenever a player under contract or option to a club fails to report to that club prior to its first game, then such player, without the prior consent of the Commissioner, may not play with any club in that same league during that same season if said player played in any other league or with any other team other than a team in its respective league during that same calendar year, unless such other league or other club in which or for whom such player played is designated by the Commissioner as a minor league, the decision of the Commissioner shall be final.

(C) Whenever a player has played or coached football in Canada during any season either while as a free agent or as a member of the Reserve List of but not under contract to a club in either NFL or AFL, then such player may not play for any club in either league during that same calendar year, unless such player has first signed a contract and reports to such club prior to the first game of that club, and unless his play or participation in Canada occurred prior to the first game of that club; in any event, any player who shall have played in Canada cannot play or practice with a club unless (1) such player signs a contract with a club in either league and such contract is not disapproved by the Commissioner, and (2) such player proved to the satisfaction

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of the Commissioner that he is eligible to play in either league at a hearing conducted thereon by the Commissioner, whose decision would be final and unappealable.

(D) Any player who had played or participated in football in Canada while under contract, option or as a member of the Reserve List of any club and who did not report or was not listed as an Active player of such club at the time of the first game of such club, may not play with any club in either league during that same season, regardless of the circumstances thereof.

(E) No player under contract to a club shall be permitted to participate in any football game for or against any team, group or organization outside the NFL or the AFL, except in games officially approved and sanctioned by the league with which he is connected.

ARTICLE XIII SCHEDULE

Preparation

13.1 Subject to the restrictions contained in the provisions of the Constitution and By-Laws of the NFL, the Commissioner shall draft a schedule of regular season games in the NFL and shall forward the same to the clubs of the NFL as soon as possible after each Joint Annual Meeting; subject to the restrictions contained in the provisions of the Constitution and By-Laws of the AFL, the President thereof shall draft a schedule of regular season games in the AFL and shall forward the same to the clubs of the AFL as soon as possible after each Joint Annual Meeting; such schedules shall constitute the official schedules for the games of each club in its respective League and shall not require any consent to or approval by any club or clubs in either League.

13.2 Schedule Adjustments.

Schedule Adjustments

(A) In the event a club ceases operating and a new franchise is then issued by the league with which it is identified to a new club to replace such former member, the new club shall be obligated to perform under the same schedule in effect at the time the former club ceased operations, whether or not the franchise issued to the new club is to be operated in the same city as the former franchise holder.

(B) In the event a club shall cease operations and the affected league does not replace such franchise by issuing a new franchise, or by the transfer of the former

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franchise, the Commissioner is empowered to make whatever adjustments in the schedule as he in his sole discretion decides are necessary, and all clubs shall be bound thereby.

Change in Site

13.3 Change in Site. When a game is scheduled in a stadium used for baseball, the Commissioner shall have the right to change the site of the game, whenever he concludes such action is necessary by reason of the probable participation of the baseball club in the World Series; in such event, the visiting club will be reimbursed by the affected League for any extra travel expense necessarily incurred because of such change, and the home club will be compensated by the affected League for any loss of revenue suffered by it as a result of such change in the site of the game. The Commissioner's decision shall be final and binding upon both of the affected clubs in respect to the need for and the amount of any such compensation or reimbursement.

ARTICLE XIV

SELECTION MEETING

Time and Place

14.1 A joint selection meeting of the NFL and the AFL shall be held at such time and place as the Commissioner shall designate. The Commissioner shall preside at the Selection Meeting and is empowered to settle any dispute or controversy involving or occurring in the Selection Meeting not otherwise covered by provisions of this Constitution and By-Laws or the Constitution and By-Laws of either league.

Eligible Selectees

14.2 The only players eligible to be selected in any Selection Meeting shall be those players who fulfill the eligibility standards prescribed in Article XII of this Constitution and By-Laws.

Selection

14.3 (A) At each Selection Meeting each club participating therein, shall select players of its own choice; selection shall be made by the clubs in each round in the reverse order of their standing.

(B) Reference in this Article to "standing" shall mean the standing of the clubs in each league in regular season games at the time of the Selection Meeting. Standing shall be determined by the percentage rating of games won as against games played in the season, irrespective of the league in which said games were played or the total number of games played during the season, provided, however, that the winners of any championship

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game played between the two leagues shall select last and the loser of such game shall select next to last in all rounds regardless of the record of such participating clubs in the regular season.

(C) One player shall be selected on each round by each club participating in that round.

(D) There shall be seventeen (17) selection rounds at each meeting.

14.4 Selecting Ineligible Player. If any club selects an ineligible player, such club shall lose the right to that player and to the selection choice for that year.

14.5 Reserve List—Selectees. The selecting club shall have the exclusive right to negotiate for the services of each player selected by it in the Selection Meeting. Selected players shall be placed on the Reserve List of that club.

14.6 Selectee Returning to College. Any player eligible for selection at the Selection Meeting who is not selected, shall be eligible to sign with any club in either league; provided, however, that if any eligible selectee not chosen possesses additional college eligibility and thereafter attends college in the fall semester following the Selection Meeting, such player may not be signed by any club until after the close of the next succeeding Selection Meeting at which time he is eligible for selection.

14.7 League Policy on Playing with another Club. The NFL and AFL reaffirm a resolution passed unanimously in May 1935 by the NFL and which has been in effect in the operation of the NFL since that time, namely: *Club*

If for any valid reason it would be impossible for a player to play in the city by which he has been selected, or the player can show reasonable cause why he should be permitted to play in a city other than that designated for him, then through arrangements as can be made by sale or trade with another club, he shall be permitted to play in the city he prefers if the Commissioner approves his reasons as valid.

ARTICLE XV

PLAYER CONTRACTS

15.1 Standard Players Contract. All contracts between clubs and players shall be executed in triplicate and be in the form adopted jointly by the member clubs of the NFL and AFL. Such contract shall be known as the *Standard Player Contract*

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stitution and By-Laws or of the league with which it is connected, or if either contracting party is or has been guilty of conduct detrimental to professional football. Any such disapproval of a player contract must be exercised by the Commissioner within ten (10) days after such contract is filed with the Commissioner.

15.5 *Promulgation.* The Commissioner shall notify all clubs from time to time of the execution of player contracts.

15.6 *Prerequisite to Play and Practice.* No club shall permit a player to play in any game with its team unless: *to Play and Practice*

- (a) A Standard Players Contract, as described in §15.1, or in effect prior to the adoption hereof in either league, has been executed between the player and a club or the Players Contract has been properly assigned to the club, and,
- (b) Such contract or assignment is on file in the Commissioner's office or the Commissioner's office has been notified by telegraph of the execution of a contract or assignment.

ARTICLE XVI

ASSIGNMENT OF PLAYER CONTRACTS

- 16.1 *Method of Assignment.* A club may assign a player contract to another club in the same league by: *Method of Assignment*
- (a) Executing in triplicate the form of assignment prescribed by the Commissioner;
 - (b) Delivering the assignment to the Commissioner, and
 - (c) Notifying the Player of the Assignment of his contract.

16.2 *Notice to Player.* Written notice of assignment of his contract shall be delivered to the player in the form prescribed by the Commissioner, and a copy of such notice shall be filed with the Commissioner. Immediately following any assignment the player shall report to the assignee club as promptly as possible and shall perform services with the assignee club as prescribed in said contract.

16.3 *Salary Liability.* The assignor club shall be liable for such proportion of the player's salary for the season as the number of the applicable League games of the assignor club's regular season elapsed up to and includ-

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"PROFESSIONAL FOOTBALL STANDARD PLAYERS CONTRACT as Conducted by the NFL and AFL." Subject to the provisions of §10.1 (C) (8) hereof, a club may delete portions of or otherwise amend the Professional Football Standard Players Contract subject to the right of the Commissioner to disapprove the same, as provided in §15.4 hereof.

Amendment of Standard Player Contract

15.2 *Amendment of Standard Players Contract.* The form of Standard Players Contract adopted by action of the NFL and AFL may be amended at any time by thirteen (13) affirmative votes or written consents of the member clubs of the NFL, plus eight (8) affirmative votes or written consents of the member clubs of the AFL; provided, however, that in the event such Standard Players Contract is amended or should a new Standard Players Contract be adopted, such action shall in no manner affect, change, modify or terminate any of the terms or provisions of any unexpired Standard Players Contract then in effect between a player and a club in either the NFL or AFL.

All valid unexpired contracts in either league in existence at the time these provisions governing professional football are adopted by the NFL and AFL shall remain in full force and effect according to the terms hereof; whenever the AFL and NFL adopt a Standard Players Contract for use by the NFL and AFL in the conduct of professional football, such contract shall be the official Standard Players Contract of both leagues and shall be the only contract thereafter used by clubs of the NFL and AFL in any contractual arrangements with players executed after the adoption of the Standard Players Contract by the NFL and AFL.

Filing

15.3 *Filing.* An executed copy of each player contract must be filed with the Commissioner within ten (10) days after the execution thereof. The Commissioner's office shall stamp the time of receipt upon all contracts immediately upon the filing with the Commissioner. All other documents required to be filed with the Commissioner shall likewise be stamped immediately upon receipt thereof. Contracts in effect at the date of the adoption of the Constitution and By-Laws shall not be affected by the foregoing provision if such contracts had been previously executed and filed in accordance with the Constitution and By-Laws of the applicable league.

Disapproval

15.4 *Disapproval.* The Commissioner shall have the power to disapprove any contract between a player and a club executed in violation of or contrary to this Con-

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ing the date of assignment bears to the total number of games in the assignor club's regular season; provided, however, that whenever such assignment involves a player claimed as a result of a waiver, then the allocation of salary shall be subject to the provisions of §18.7 hereof. The assignee club shall be liable for the balance of the player's salary subject also to the provisions of §18.7 in respect to players acquired through waiver. For the purposes of this section, the date of assignment shall be deemed to be the date on which notice of assignment is delivered to the Commissioner as prescribed in §16.2 hereof, or the date when the player was notified orally of such assignment by an authorized member of the assignor club, whichever occurs first. In the event of a dispute as to whether or not oral notice of the assignment has been given by the assignor club, the burden of proving proper notice shall rest with the assignor club.

Waivers

16.4 (A) Waivers. If waivers are required for assignment of a player's contract, no assignment shall be effected and no notice of assignment shall be delivered to the player unless and until the club has been advised by the Commissioner that waivers have been granted by all clubs entitled to claim the player under the waiver rules.

(B) Whenever a club has been awarded a player through waivers, such club acquires all rights to the player owned or possessed by the waiving club, including any rights to the player's services for a succeeding season or seasons and, subject to the provisions of §18.7 hereof, the claiming club likewise assumes all obligations under such contract or contracts.

Promulgation

16.5 Promulgation. All assignments shall be promulgated by the Commissioner through bulletins sent to each club.

Trading Deadline

16.6 Trading Deadline. No club shall assign a player's contract during the period beginning at midnight New York time on the day when each club shall have played its fifth game in the applicable league and the close of that league season, unless waiver shall have first been obtained from all other clubs; this §16.6 shall apply to players on both the Active List, the Inactive List and the Reserve List.

Conditional Trades

16.7 Conditional Trades. No trade may be made between clubs wherein the player traded may revert to or be traded back to the original club after the commencement of that regular season.

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16.8 Trading Back. Whenever a player is sold or traded to another club in its league, such player may not be sold or traded back to the original selling or trading club unless such player has either:

- (a) Been on the Active or Reserve List of the club in which he was traded or sold for not less than two seasons since the trade or sale, or
- (b) Been placed on waiver by the club to which he was sold or traded and was thereafter claimed on waiver by the original club, or
- (c) Become a free agent after the sale or trade and prior to reacquisition by the club originally selling or trading such player, or
- (d) Been on the Active List of another club in addition to the club obtaining such player under the first sale or trade and then was reacquired by waiver, sale or trade.

16.9 Approved by the Commissioner. No sale or trade by a club in either League shall be binding unless approved by the Commissioner. Immediately following such approval, the Commissioner shall notify all clubs in the applicable League of such trade or sale.

16.10 There shall be no inter-league trading of players. No trade agreement between clubs in opposite leagues shall be valid prior to February 1, 1970, despite the fact the trade is not to be effective until after that date.

ARTICLE XVII

PLAYER LIMITS AND ELIGIBILITY

Player Limits

17.1(A) Subject to the provisions of §17.3 of this article, beginning August 1st of each year and continuing until the completion of the football season, no club in either the NFL or the AFL shall have under contract more than sixty (60) players and no player may play for any team unless an executed contract with that team is on file in the office of the Commissioner, pursuant to the provisions of §15.6 hereof. This number shall include all veteran players upon whom options have been exercised for the applicable year, except a veteran player discharged from the military service subsequent to June 1st in the applicable year.

(B) On or before the third Tuesday preceding the first league game of the applicable league in each year, the limit of sixty (60) players shall be reduced to forty-three (43) or less Active Players.

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(C) On or before the second Tuesday preceding the first league game of the applicable league in each year, the limit of forty-three (43) Active Players shall be reduced to forty (40) or less Active Players.

(D) On or before 2 o'clock P.M., New York time, on the Tuesday prior to the first league game in the applicable league, the number of Active Players shall be reduced to thirty-six (36) or less, except that for 1968 only the following rules in respect to player limit shall govern:

On or before 4 o'clock P.M., New York Time, on each of the following dates, the limit of sixty (60) players shall be reduced to:

Forty-nine (49) or less active players on or before the third Monday preceding the first league game.

Forty-three (43) or less active players on or before the second Monday preceding the first league game.

Forty (40) or less active players on or before the first Monday preceding the first league game.

Despite the foregoing, the following additional restrictions shall apply:

1. Whenever a player or players is or are waived and such action reduces the club player limit to less than forty-five (45) Active players, all players below forty-five (45) included in the waiver request cannot be recalled unless such waiver request occurs after the first league game; any such player or players not subject to recall must be so designated in the waiver request; similarly, any claim on such player cannot be withdrawn unless such occurs after the first league game.

2. After the date when each club is required to reduce its Active players to forty-nine (49) players for the balance of that season, whenever any player is thereafter waived as injured, such waiver request cannot be recalled and no claim on any such player waived injured can be withdrawn.

The restrictions in the Constitution and By-Laws of the NFL preventing the recall of a waived player after the NFL club player limit reduces to less than forty-five (45) Active Players shall remain in effect in the NFL only.

Active List

17.2 Active List. The Active List, for the purposes of this Article, shall consist of all players eligible to play in any pre-season, regular league, play-off, championship or post-season game then under contract to the club

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within the applicable player limit as set out in the preceding section.

17.3 Players Under Contract. After the final reduction in the player limit to forty (40) or less Active players and for the balance of that season, no club shall have more than fifty-three (53) players under contract unless the player or players in excess of fifty-three (53) is or are placed on the Reserve List of the club subject to all of the restrictions applicable to the reserve list.

17.4(A) Inactive List. The Inactive List, for the purposes of this Article, shall consist of not more than six (6) players all of whom were included as one of the forty (40) players of the club on the final reduction of the player limit during the regular season. Any player may be placed on the Inactive List of the club at any time provided the club gives immediate notice to the Commissioner of such action. Whenever such notice is given, the player so listed on the Active List shall be immediately removed from the Active List of the club and placed on the Inactive List for a period of four (4) weeks. A club is not required to request waivers on any player in order to list such player on the Inactive List; however, in all cases, the Commissioner shall immediately notify all clubs of each listing of any player on the Inactive List of any club. Whenever four weeks shall have elapsed from the date when the player was placed on the Inactive List, such player shall be automatically removed from the Inactive List and then the club must immediately exercise one of the following alternatives:

1. Restore the player to its Active List, or
2. Request waivers on the player, which cannot be recalled nor may any claim on such player be withdrawn, or
3. Place the player on its Reserve List subject to all of the restrictions applicable to the Reserve List, or
4. Again name the player as one of the players on its Inactive List for an additional four (4) weeks waiting period; in such event, such player shall again be counted as an additional player and may only be named to such Inactive List if the club has not previously named six (6) players to such list in such season.

17.4(B) Anything in this Constitution and By-Laws to the contrary notwithstanding, following the completion of the Conference Playoff Games, a club shall be entitled to add one player to its Active List from its

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Future List, but not from its Reserve List, for participation in the League Championship Game or the World Championship Game, or both, provided the player named is then under contract to that club and provided such club remains within the applicable player limit. No club may add such additional player to its Active List for participation in such League Championship Game or World Championship Game who is either under contract to or on the Future List of any other club in the League.

17.5(A) Future List. The Future List, for the purpose of this Article, shall consist of all players under contract to a club, but who are not on the Active List or Inactive List of that club.

(B) No player may practice with a club unless such player is signed to a contract with that club for the current or succeeding season or seasons. All contracts including contracts of players on the Future List must be filed with the Commissioner in accordance with the provisions of Section 15.3 hereof.

Reserve List

17.6 Reserve List. The Reserve List of each club may consist of a list of all players:

- (a) Retired while under contract to the club;
- (b) On the military service list of the club;
- (c) Selected in a Selection Meeting by the club but never under contract to it;
- (d) Suspended or declared ineligible, or expelled from the applicable league for violation of the contract between the player and the club, or for other reasons permitted by this Constitution and By-Laws or those of the league with which the player is connected.
- (e) A Player on a club's Reserve List shall not be eligible to contract with any other club unless and until the player is released or his contract assigned as provided in this Constitution and By-Laws and of the League with which the player is connected.

Reserve List Limitations

17.7 Reserve List Limitations. Any player on the Active List of the club who reports to the club and is thereafter placed on the Reserve List by reasons other than Military Service, may not play with his club for the balance of that pre-season or regular season unless waivers have been asked on such player, which waivers may not be recalled; provided, however, that if such player becomes an Active Player with another club and such other club thereafter asks waivers on him, and he is

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either claimed, released on waivers or plays with another club in its league in that season, then the original club is entitled to restore such player to its Active List if it acquires him in a manner permitted by this Constitution and By-Laws or in those of the applicable League. If another club acquires any player from the Reserve List of another club, such player cannot play for the acquiring club for the balance of that season unless the acquiring club waives such player without recall.

17.8 Evasion. No club shall place any player on its Reserve List in order to evade the player limit. *Evasion*

17.9 College All-Star Players. Any player injured while a member of a pre-season All-Star squad in connection with a game approved by the NFL and AFL may thereafter be carried without being counted as an Active Player for the determination of the applicable player limit, and without requiring the club to place such player on its Reserve List; such privilege shall continue until such player is able to play football. If such player, after being listed and counted as one of the Active Players within the applicable player limit, has a reoccurrence of the same injury, then such player may again be carried as a player of the club without being counted as an Active Player or being placed on the Reserve List until he again recovers from such re-injury.

Retired Players

17.10 Retired Players. A Retired Player is defined as a player who discontinues professional football play in the league with which he is connected while under contract or option to a club. A Retired Player shall not be eligible to play football in either the NFL or the AFL until he shall have been reinstated by the Commissioner as provided in §17.11 hereof. Upon his reinstatement such player shall be eligible to play football only for the club entitled to his services at the time of his retirement, or its assignee.

Military Service List

17.11 Military Service List. Any player on the Active List for the first regular season game who is thereafter inducted into the armed forces of the United States shall automatically be placed on the Reserve List of his club and shall not count in the Active Player limit of said club nor be permitted to play or practice with the club until his reinstatement to the Active List, subject to the provisions of §17.14 hereof and §10.3 (D) (4).

17.12 Suspended Players. A club or the Commissioner may suspend a player for violation of this Constitution and By-Laws or those of the applicable league or for violation of his Standard Players contract or the rules

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and regulations of the applicable league or the club. During the period of suspension, a player shall not be entitled to a salary, and shall be ineligible to play with any club. Any player suspended by a club shall have the right to appeal to the Commissioner, who shall have authority to order his reinstatement upon such terms as he deems proper.

Ineligible Players

17.13 Ineligible Players. The Commissioner may, on application of a club, or on his own motion, declare ineligible a player who violates his contract, is guilty of conduct detrimental to the best interests of professional football, or who violates this Constitution and By-Laws or those of the League or club. Any eligible player shall not be entitled to play for any club in the League until he shall have been reinstated by the Commissioner.

Reinstatement of Players

17.14 Any retired, ineligible, suspended or expelled player or (subject to §17.11 hereof) any player on the Military Service List may make application to the Commissioner for reinstatement. The Commissioner shall promptly notify the player's club of such application and shall promulgate the granting or refusing of any such application. No Retired Player shall be reinstated during the last thirty (30) days of the season. Despite the foregoing language of the Section, a Suspended Player shall be counted on the Active List of the club unless such club either places the player on its Reserve List or waives the player.

Listing of Players

17.15 All players must be listed by the club on one of the following lists:

1. Active List
2. Inactive List
3. Future List
4. Reserve List

ARTICLE XVIII

WAIVERS

All of the provisions of this Article XVIII relating to waivers shall operate separately in the NFL and AFL and all rights and obligations under this Article XVIII shall apply solely on an intra-league basis in the applicable league.

When Required

18.1 Clubs desiring to release players must first give written notice to the Commissioner of such intention. At 4:00 P.M., New York time during each day, exclusive of

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Sundays, the Commissioner shall notify each club of such waiver request and any club desiring the services of said player may claim him. Regardless of the time when the league receives a request for waiver, the Commissioner shall not give the notice thereof to the Clubs until 4:00 P.M., New York time, on the same or succeeding day. Clubs may claim a player placed on waiver by notifying the Commissioner within the waiver period. The waiver period shall commence at 4:00 P.M., New York time, and expire at 4:00 P.M. New York time on the following day after July 31 and continuing throughout the playing season or at 4:00 P.M., New York time, two days thereafter during the training season prior to July 31; at any other time the waiver shall expire at 4:00 P.M., New York time, on the 10th day following the commencement of the waiver period, except that if waivers are requested on either Friday or Saturday at any time during the year, such waivers shall not expire until 4:00 P.M., New York time on the next Monday. All waiver notices released by the Commissioner during the training or regular season shall be sent by telegraph or teletype.

Recall of Waiver

18.2 (A) Recall of Waiver. A club which has requested waivers may recall the request by notifying the Commissioner of such recall by telegraph within twenty-four (24) hours after the expiration of the claiming period except under the circumstances prescribed in the succeeding sub-paragraphs of this Section 18.2.

(B) When a member club asks waivers on an active player or players and said waivers are asked prior to a League Game and do not expire until after or the day of said League Game and the member club which asks the waivers has the limit of Active Players under contract for said League Game, waivers may not be recalled.

(C) After the first player limit reductions during the pre-season and thereafter during the regular season, whenever a club has a full complement of Active Players on its Active List, the requesting club may not recall the waiver except by:

- (1) Recalling the player placed on waiver and simultaneously trading said player to another club, or
- (2) Placing another Active Player on the Reserve List prior to the recall of the waiver.
- (3) By trading another Active Player prior to the recall of the waiver.
- (D) Waivers may not be recalled on the same player more than once in any one year by the same club.
- (E) Whenever the Commissioner notifies a club that

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a player placed on waiver has been claimed, the Commissioner shall do so by telegram or teletype.

(F) Whenever a club places a player on waiver, the waiving club within twenty-four (24) hours after the time for claiming has expired, upon notice to the Commissioner, may recall the waiver request and place the player on its Active List or on its Reserve List if such occurs during the non-playing season.

Players Waived While Injured

18.3 **Players Waived While Injured.** Whenever a player has been placed on waiver and is not claimed by another club, such player shall then become a free agent; provided, however, that if at the time a player is placed on waiver, the waiving club reports such player as injured and no other club claims such player, such injured player remains under contract to the waiving club until the expiration of such contract or until its termination by the club in accordance with the provisions thereof. Any player waived out as an injured player and not claimed by another club need not be counted as an active player by the waiving club until he is again placed on the active list of the waiving club; an injured player in the NFL so waived out and not claimed shall still be subject to the four successive weeks waiting period as provided in the Constitution and By-Laws of the AFL.

Multiple Claims

18.4 **Multiple Claims.** If three or more league games have been played by all clubs in the league, and two or more clubs claim a player's contract after a waiver, the contract shall be awarded to the club whose standing in the league race at that time is the lowest. If three league games have not been played and two or more clubs claim a player's contract after a waiver, the contract shall be awarded to the club which finished lowest in the league standings in the preceding season. In case of a tie in the standings, the Commissioner shall award the contract by lot.

Waiver Price

18.5 **Waiver Price.** The price of a player claimed on waivers shall be \$100.00. The claiming club shall, within twenty-four (24) hours of notification by the Commissioner that the player's contract has been awarded to it, forward to the waiving club its check for the waiver price, and an assignment of the player's contract shall be executed promptly by the two clubs.

Waiver Request

18.6 **Waiver Request.** If the request for waivers occurs either during the training season or the regular

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season, the waiver request must be by telegraph or teletype. During the non-playing season, a waiver request may be by mail and the time stamped upon receipt of any such mailing by the Commissioner shall determine the date of the request. Despite the fact that a telegram be delayed, misdirected or lost by the telegraph company, the time of delivery to the Commissioner thereof shall fix the date of the request. Clubs shall have the right to telephone the Commissioner's office and give oral notice that a written or telegraphic request for waiver has been given; in such event the time of the telephone call shall fix the date for the giving of notice of a waiver.

Salary of Claimed Player

18.7 **Salary of Claimed Player.** Each player under contract to a club must be paid a full game salary by such club unless a request for waivers on such player is sent by such club and received by the Commissioner's office prior to 4:00 P.M., New York time on the Tuesday prior to the first League game in the applicable league, and/or before 4:00 P.M., New York time on the Tuesday following the playing of a League game in the applicable league; if any other club claims such player and such player is thereafter awarded to and joins such claiming club, such claiming club shall assume the player contract and be responsible for the balance of the salary of such player as prescribed therein; provided, however, that whenever the contract of such player provides that a portion of the salary is deferred then the claiming club shall assume and be responsible for only that portion of the deferred salary that has not already accrued to such player; in the event the contract on such player provides for the payment of any bonus on a deferred basis, the claiming club shall not be liable for the payment of any portion thereof, but such obligation for payment shall remain with the waiving club.

Restoration of Waived Player

18.8 (A) **Restoration of Waived Player.** If after being waived out, a player becomes an Active Player with another club in the applicable league in the same season and such player remains with such other club as an Active Player for not less than two pre-season or regular season games and is paid a salary by such other club while playing for it, and thereafter such player is placed on or released through waiver, such player may be signed and restored to an active status by any club in the applicable league, (subject to the provisions on waiver) including the club originally requesting the waiver on such player. In no event shall the player have the right to play again for the original waiving club unless a

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no postponement of any game unless said game cannot be played because of an Act of God or because of a State, Federal or local prohibition. Neither the starting time of a game nor the locale of the game shall be changed in any manner after the adoption of the schedule and the publication thereof, except with the written consent of both clubs and the prior approval of the Commissioner.

19.3 **Players Bench.** No persons shall be permitted to sit on the players bench except owners, coaches, players, club house attendants, trainers and doctors of the participating teams.

19.4 **Side Line Admission.** No person shall be permitted on the side lines except photographers, reporters, stadium employees and police, all of whom shall be required to wear proper identification. A maximum of twelve (12) side line passes per game will be issued to each club participating therein.

19.5 **Medical Facilities.** The home team shall provide a physician and an ambulance at each game available to both teams; said ambulance facilities shall be located at or adjacent to the stadium with the driver in attendance in the ambulance for the use of both competing teams.

19.6 **Player Attire.** All players of a team shall be uniformly and neatly attired for all games; all players on the same team must wear the same color jersey, head guards and stockings, except that a club, at its option, may permit all eligible pass receivers to wear a different color head gear than the rest of the team. If a different color is worn by any eligible pass receiver of a club, all of the eligible receivers must wear the same color. Players must wear stockings in all games. The Commissioner must approve in advance any changes in the colors of the clubs. Every player appearing on the field during the game or in any pre-game workout preceding the game must wear his complete game outfit exclusive of pads and helmet.

19.7 **Seats for Visiting Club.** The home club must reserve ten (10) seats for the visiting club located within the 40 yard lines.

19.8 **Sunday Games.** After the first two week-ends of the regular season, all regular season games shall be played on Sunday unless both competing clubs agree to a change in the day of the game, or unless such date is affected by World Series play; in such event the day of the game may be changed from Sunday.

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period of four weeks shall have elapsed since the player was waived by the original club; provided, however, any player other than a player reported as injured who is waived by a club during the reduction of the player limit from 49 to 40 may be reactivated at any time by the waiving club.

18.9 **Notification of Requirements.** If a player has an active contract and reports and then leaves the club, such fact must be reported to the Commissioner's Office within forty-eight (48) hours after such player has left the club. If not reported, the Commissioner, after verifying such fact, shall request waivers on said player; such request for waivers may not be recalled. This provision shall not be applicable to any player inducted into the military service.

18.10 **Notice of Expiration on Option.** No club shall permit any option on the service of a player to expire without exercising such option prior to the expiration date thereof unless such club, at least thirty (30) days prior to the date of the expiration of said option, places such player on waiver in the manner prescribed in this S18.1 and notifies the Commissioner of its intention not to exercise such option.

ARTICLE XIX

CONDUCT OF REGULAR SEASON GAMES

19.1 **Game Receipts and Guarantee.** The home club shall guarantee the visiting club a minimum of \$30,000 for each league game with an option to the visiting club to receive forty percent (40%) of the gross receipts after the following deductions:

(a) All Federal, State and Municipal taxes assessed on the sale of tickets.

(b) A sum equal to fifteen percent (15%) (17½% in the AFL) of the gross receipts after deducting the taxes set out in (a) above.

"Gross Receipts", as used in this Section, shall mean all receipts derived from the sale of tickets, including service charges. Receipts of the Home Club from the sale of season tickets shall be included in the gross receipts from each game equally in proportion to the number of regular season games scheduled by the Club after the adjustment of any pre-season game moneys included in the cost of the season ticket.

19.2 **Conduct of Game.** Each club shall play all of its regular League games at the time and places provided for in the official schedule of the leagues. There shall be

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Notification of Requirement

Notice of Expiration of Option

Game Receipts and Guarantee

Conduct of Game

Players Bench

Side Line Admission

Medical Facilities

Player Attire

Seats for Visiting Club

Sunday Games

NFL-AFL**Starting Times**

19.9 Starting Times. The starting times for all regular season games shall be fixed by the Home Club.

Introduction of Players

19.10 Introduction of Players. Eleven players of each of the competing clubs must be publicly introduced prior to the start of the game, except where inclement weather prevents or interferes with such introduction.

Complimentary Tickets

19.11 Complimentary Tickets. No club may issue more than one thousand (1,000) complimentary tickets for any regular season game unless:

- (a) The issuing club pays for all complimentary tickets issued in excess of one thousand (1,000).
- (b) The complimentary tickets are issued to children under 16 years of age; if such tickets to children under 16 are issued free or as complimentary tickets, the children must be required to sit in the same section of the stadium, or
- (c) The complimentary tickets are issued to the working press, hospitalized veterans, bands, employees, or League passes:

The foregoing limitation on complimentary tickets applies only to tickets that could be sold and not to other types of admission tickets.

Tickets for Players

19.12 Tickets for Players. Each player of the home club is entitled to receive one complimentary ticket for each home game; the home club shall not issue any tickets to the visiting club, directly or indirectly, except when full payment is made for such tickets.

Field Tarpaulin

19.13 Field Tarpaulin. All clubs must provide and have available a tarpaulin adequate to cover the entire playing area of the field, and must exercise reasonable care and diligence in arranging for the use thereof whenever the weather is apt to render unfit or endanger the playing condition of the home field.

ARTICLE XX**PRE-SEASON AND POST-SEASON GAMES****Post-Season Games**

20.1 Post-Season Games. No club shall participate in any game after the World Championship Game shall have been played, except that the club winning the World Championship Game must play any non-league game contracted for by the applicable league.

Prohibited Games

20.2 Prohibited Games. No club may play a game of any kind, including All-Star or games with clubs which are not members of the NFL or the AFL, after such club

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has played its first regular season game in its league in the applicable year.

Player Participation

20.3 Player Participation. Except for games sanctioned and approved by the applicable league, no player may participate in any game between the time of the completion of the last regular season or authorized post-season game of his club and July 1st of the following year.

Officials

20.4 Officials. The home club shall pay officials the sum of One Hundred Fifty Dollars (\$150) each for officiating in each pre-season game, as well as all travel and other expenses of officials incurred in connection therewith.

World Championship Game

20.5 (A) A World Championship Game shall be played each year commencing in January 1967 between the champion of the NFL and the champion of the AFL; said game shall be played under the supervision, control and direction of the Commissioner. All questions arising in connection with said game not expressly provided for by the provisions hereof or by agreement between the two leagues shall be decided by the Commissioner.

(B) The site of the World Championship Game shall be fixed by the affirmative vote of not less than thirteen (13) members of the NFL and eight (8) members of the AFL. A formula for the allocation of the income to player shares, the pension funds of the two leagues and the participating clubs shall be determined by the affirmative vote of not less than thirteen (13) members of the NFL and eight (8) members of the AFL. The remaining income resulting from this game will be divided equally between the two leagues.

Pre-Season Games

20.6 (A) No club in either league shall schedule a pre-season game without the approval of the Commissioner. The pre-season schedule shall be completed and the dates and participants named at the annual joint meeting of both leagues.

(B) In scheduling pre-season games, the Commissioner and all clubs in both leagues shall be bound by all other restrictions on pre-season scheduling contained in the Constitution and By-Laws of the applicable league; provided, however, that whenever provisions in the Constitution and By-Laws of either the NFL or the AFL conflict with the terms of this Article XX, the provisions hereof shall prevail.

(C) Each club in the AFL shall play at least one pre-season game each year with a team in the NFL.

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CONSTITUTION and BY-LAWS SUPPLEMENT

(AMERICAN FOOTBALL LEAGUE EXCEPTIONS)

The following sections are applicable to American Football League operations only and are at variance with the provisions of the attached Joint Constitution and By-Laws. The italicized portions thereof indicate the variances. The provisions hereafter set out shall remain in effect only so long as the foregoing Joint Constitution itself is effective.

16.3 The assignor club shall be liable for such portion of the player's salary for the season as the number of League games of the assignor club's regular season elapsed up to and including the date of assignment bears to the total number of League games in the assignor club's regular season; provided, however, that whenever such assignment involves a player claimed as a result of a waiver, then the allocation of salary shall be subject to the provisions of Section 18.7 hereof. The assignee club shall be liable for the balance of the player's salary subject also to the provisions of Section 18.7 in respect to players acquired through waiver, and also subject to an equitable adjustment between the assignor and assignee should the player not receive his full salary because he was active with each team when they had byes. For the purpose of this section, the date of assignment shall be deemed to be the date on which the notice of assignment is delivered to the Commissioner as prescribed in Section 16.2 hereof, or the date when the player was notified orally of such assignment by an authorized member of the assignor club, whichever occurs first. In the event of a dispute as to whether or not oral notice of the assignment has been given by the assignor club, the burden of proving proper notice shall rest with the assignor club.

Salary Liability

16.6 No club shall assign a player contract during the period beginning at midnight, New York Time, on the day when each club shall have played its sixth league game and the close of the league season, unless waivers shall have first been obtained from all other clubs; this Section 16.6 shall apply to players on the Active List, the Inactive List and the Reserve List.

17.1(D) On or before 2 o'clock P.M., NYT, on the Tuesday prior to the first league game, the number of active players shall be reduced to thirty-six (36) or less, except that for 1968 only, the following rules in respect to the player limit shall govern:

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ARTICLE XXI NOTICES

21.1 Type of Notice. Unless the Constitution and By-Laws specify a different form or method of notice, all notices required to be given under any provision of the Constitution and By-Laws shall be in writing or by teletype, addressed to the last known address of the addressee; all notices by mail shall be deposited in the U.S. Mail, postage thereon prepaid.

Type of Notice

ARTICLE XXII

AMENDMENT OF CONSTITUTION AND BY-LAWS

22.1 The provisions of this Constitution and By-Laws may be altered or amended by the affirmative votes of not less than thirteen (13) clubs of the NFL, plus eight (8) clubs of the AFL, provided such amendment or alteration was previously submitted in writing to both leagues, either by a member club no less than thirty (30) days prior to any Joint Annual Meeting, or by the Commissioner not less than twenty (20) days prior to such Joint Annual Meeting.

Amendment After Notice

22.2 This Constitution and By-Laws may be altered or amended by a unanimous vote of all the clubs of the NFL and the AFL at any meeting, special, annual or otherwise.

Amendment Without Notice

22.3 Anything in this Constitution and By-Laws to the contrary notwithstanding, the provisions of Article VII and of this S22.3 may not be altered or amended without the unanimous consent of all clubs of the NFL and AFL.

Special Provisions

22.4 Whenever an amendment or alteration to the Constitution and By-Laws is submitted for approval, such must indicate the author of the proposal.

Name of Proposer

ARTICLE XXIII

TERMINATION OF THIS CONSTITUTION AND BY-LAWS

This Constitution and By-Laws adopted by the NFL and AFL shall expire automatically and be of no further force or effect whenever the complete unification of the operations of both of said present leagues into the NFL as the surviving league occurs, but in any event no later than February 1, 1970.

Termination

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On or before 4 o'clock P.M., NYT, on each of the following dates, the limit of sixty (60) players shall be reduced to:

Forty-nine (49) or less active players on or before the third Monday preceding the first league game.

Forty-three (43) or less active players on or before the second Monday preceding the first league game.

Forty (40) or less active players on or before the first Monday preceding the first league game.

In addition to the above roster limitations, each club may carry as "extras" all players who participate in the current year's Tribune All-Star Game (or practice) until the final cut on Tuesday prior to the opening championship game.

Despite the foregoing, the following additional restrictions shall apply:

1. Whenever a player or players is or are waived and such action reduces the club player limit to less than *forty-three (43)* active players, all players below *forty-three (43)* included in the waiver request cannot be recalled unless such waiver request occurs after the first league game; any such player or players not subject to recall must be so designated in the waiver request; similarly, any claim on such player cannot be withdrawn unless such occurs after the first league game.
2. After the date when each club is required to reduce its active players to *forty-nine (49)* players and until the final *cutdown to forty (40)*, whenever any player is thereafter waived as injured, such waiver request cannot be recalled.
3. Once a club claims a player on waivers, such claim cannot be withdrawn.

Inactive List

17.4(A) INACTIVE LIST. The Inactive List, for the purposes of this Article, shall consist of not more than eight (8) players all of whom were on the Active List of the club when placed on the Inactive List. Any player may be placed on the Inactive List of the club at any time provided the club gives immediate notice to the Commissioner of such action. Whenever such notice is given, the player so listed on the Active List shall be immediately removed from the Active List of the club and placed on the Inactive List for a period of from sixteen (16) days to five (5) weeks.

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A club is not required to request waivers on any player in order to list such player on the Inactive List; however, in all cases, the Commissioner shall immediately notify all clubs of each listing of any player on the Inactive List of any club. Whenever *sixteen (16) days, five (5) week* period shall have elapsed from the date when the player was placed on the Inactive List, such player shall be automatically removed from the Inactive List and then the club must immediately exercise one of the following alternatives:

1. Restore the player to its Active List, or
2. Request waivers on the player which cannot be recalled nor may any claim on such player be withdrawn, or
3. Place the player on its Reserve List subject to all of the restrictions applicable to the Reserve List, or
4. Again name the player as one of the players on its Inactive List for an additional *sixteen (16) days, five (5) week* waiting period; in such event, such players shall again be counted as an additional player and may only be named to such Inactive List if the club has not previously named eight (8) players to such list in such season.

17.4(B) Anything in this Constitution and By-Laws to the contrary notwithstanding, following the completion of the regular AFL Season, a club shall be entitled to add two players to its Active List from its Future List, but not from its Reserve List, for participation in the League Championship Game or the World Championship Game, or both, provided the player named is then under contract to that club, and provided such player was not on the roster of any other club prior to the third to the last game of the regular season, and provided such club remains within the applicable player limit.

Reserve List Limitations

17.7 Any player on the Active List of the club who reports to the club and is thereafter placed on the Reserve List, by reasons other than Military Service, may not play with his club for the balance of that pre-season or regular season unless he returns to the squad and is officially activated prior to the first cutdown date and unless waivers have been asked on such player, which waivers may not be recalled; provided, however, that if such player becomes an Active player with another club and such other club thereafter asks waivers on him, and he is either claimed, released on waivers or plays with another club in the League in that season, then the original club is entitled to restore such player to its Active

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List if it acquires him in a manner permitted by the Constitution and By-Laws of the League. If another club acquires any player from the Reserve List of another club, such player cannot play for the acquiring club for the balance of that season unless the acquiring club waives such player without recall.

Players Leaving Camp

17.7(X) If a player leaves camp within five days prior to the first cutdown date or after the first cutdown date but not later than the Saturday preceding the Saturday of the team's opening game of the season, he must return to camp within five days of departure or be subject to being placed on reserve by his current club. The club may, at its discretion, provide for the return of the player to the active roster by the fact that it retains a place on said roster for said player. If it does not retain a place on said roster for said player and the player returns within a five day period, the club shall be required to waive or trade the player in accordance with league rules; however, should he walk out following the last Saturday preceding the Saturday of the team's opening game of the season, the club may at its discretion, provide for the return of the player to the active roster by the fact that it retains a place on said roster or he will not be able to participate with his current club and will not be able to participate in the AFL during that season unless placed on waivers or traded by his current club, at its own discretion. Any other club found guilty of talking to, or in any way tampering with a player before or after he leaves camp, will be subject to major penalties.

College All Star Players

17.9 Any player injured while a member of a pre-season All Star squad in connection with a game approved by the League, may thereafter be carried without being counted as an Active player for the determination of the applicable player limit, and without requiring the club to place such player on its Reserve List; such privilege shall continue until such player is able to play football. If such player, after being listed and counted as one of the Active players within the applicable player limit, has a recurrence of the same injury, then such player may again be carried as a player of the club without being counted as an Active player or being placed on the Reserve List until he again recovers from such injury. Further, each AFL Club may carry as "extras" all players who participate in the current year's Chicago Tribune All-Star Game until the final cut prior to the opening championship game.

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18.2(A) A club which has requested waivers may recall the request by notifying the Commissioner of such recall by telegraph within twenty-four (24) hours after the expiration of the claiming period except under the circumstances prescribed in the succeeding sub-paragraphs of this Section 18.2. Once a club claims a player on waivers, such claim cannot be withdrawn.

Salary of Claimed Player

18.7 Each player under contract to a club must be paid a full game salary by such club unless a request for waivers on such player is sent by such club and received by the League office prior to 4:00 P.M., NYT, on the Tuesday prior to the first League Game, and/or before 4:00 P.M., NYT, on the Tuesday following the playing of a League Game; if any other club claims such player and such player is thereafter awarded to and joins such claiming club at least two (2) days preceding the next game, such claiming club shall assume the player contract and be responsible for the balance of the salary of such player as prescribed therein; provided, however, that whenever the contract of such player provides that a portion of the salary is deferred, then the claiming club shall assume and be responsible for only that portion of the deferred salary that has not already accrued to such player; in the event the contract on such player provides for the payment of any bonus on a deferred basis, the claiming club shall not be liable for the payment of any portion thereof; but such obligation for payment shall remain with the waiving club.

Restoration of Waived Player

18.8 If after being waived out, a player becomes an Active player with another club in the League in the same season and such player remains with such other club as an Active player for not less than two pre-season or League games and is paid a salary by such other club while playing for it, and thereafter such player is placed on or released through waiver, such player may be signed and restored to an active status by any club in the League (subject to the provisions on waiver), including the club originally requesting the waiver on such player. In no event shall the player have the right to play again for the original waiving club unless a period of sixteen (16) days shall have elapsed since the player was waived by the original club; provided, however, any player other than a player reported as injured who is waived by a club during the reduction of the player limit from 49 to 40 may be reactivated at any time by the waiving club.

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**AMERICAN FOOTBALL LEAGUE
CONSTITUTION
AND
BY-LAWS**

CONSTITUTION AND BY-LAWS
of
AMERICAN FOOTBALL LEAGUE
CONSTITUTION

ARTICLE A-I
NAME

A-1.1 This League shall be known as the AMERICAN FOOTBALL LEAGUE.

ARTICLE A-II
OBJECTS

A-2.1 The object of the League is to promote the interests of the American Football League and of professional football.

ARTICLE A-III

A-3.1 The American Football League shall have perpetual existence.

ARTICLE A-IV

OFFICERS AND COMMITTEES

A-4.1 The officers shall be those of President, Chairman of the Executive Committee, Treasurer, and Secretary, and such other officers as may from time to time be designated at any annual or special meeting. The officers shall be elected at any annual meeting for a term of not less than one year nor more than ten years. They shall be elected by three-quarters of the votes cast and shall serve for such terms as they are elected and qualify, unless removed in the manner hereinafter specified in the By-Laws. One officer may be elected to one or more of these offices.

A-4.2 The Executive Committee shall consist of one representative from each member club. Such representative shall be duly appointed by the member club and notice thereof given to the President in writing. The President shall be Chairman of this Committee. He shall be entitled to vote only in case of a tie vote of the Executive Committee. In any hearing involving charges made against a club or by one club against another, the Committee members representing any of these clubs shall have no right to vote.

A-4.3 The Duties of officers and committees, the qualifications for membership in the League, the time and place of annual and special meetings, and such other regulations and prohibitions as may be deemed necessary or expedient, are as may be provided for in the By-Laws.

ARTICLE A-V

A-5.1 Each of the member clubs and their respective individual owners, partners, directors, officers and stockholders, as the case may be, shall be bound by all of the terms and provisions of the Constitution and By-Laws.

A-5.2 Each of the member clubs and their respective individual owners, partners, directors, officers and stockholders shall be bound by the decisions of the President and of the Executive Committee in every matter within their respective jurisdictions.

A-5.3 The form of players contract adopted and all contracts between member clubs and their officers, players, coaches and employees, shall contain a clause by which the parties agree to be bound by all of the provisions of this Constitution and By-Laws. Copies of all types of contracts must be filed with the President.

A-5.4 Any officer of the American Football League may be removed from that office for the following reasons only:

1. Conviction of a crime involving moral turpitude.
2. Physical or mental incapacity to perform the duties of that office.
3. Conduct detrimental to the American Football League.

The method for such removal is provided for in ARTICLE II of the By-Laws.

BY-LAWS OF THE AMERICAN FOOTBALL LEAGUE

ARTICLE A-I PRESIDENT

A-1.1 The President is hereby vested by the American Football League and by each and every member club thereof with full and complete authority to carry out the duties herein delegated to him:

A-1.2 He shall preside at all meetings.

A-1.3 He shall preside at all meetings of the Executive Committee except as hereinafter specifically excepted.

A-1.4 He shall order and may be authorized to countersign checks for the payment of such current or ordinary bills as may be presented during the year prior to the annual meeting, if and when such bills are certified by him as just obligations. Such obligations, however, must be those which have to do with the normal operation of the League. Any capital investment or extraordinary obligations must be approved by three-fourths ($\frac{3}{4}$) of the members of the Executive Committee, although such approval may be obtained by mail.

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A-1.5 He shall fill by appointment any vacancies which may occur in elective offices for the balance of the term of said elective office or until the vacancy is filled by election duly held pursuant to these By-Laws.

A-1.6 He shall appoint all committees except the Executive Committee.

A-1.7 He shall formulate and from time to time announce the rules of procedure to be observed in connection with the enforcement of the Constitution and By-Laws. He may at any time twenty days prior to the annual meeting submit suggestions for changes to the Constitution and By-Laws.

A-1.8 In the case of conduct detrimental to the American Football League or professional football by any organization not a party to this agreement, or by any individual not connected with any of the parties hereto, the President may, at the expense of the American Football League, take appropriate legal action and such other steps as he may deem necessary and proper in the best interest of the American Football League or of professional football.

A-1.9 The President shall conduct the business of the League and may incur such expenses as in his judgment are necessary to carry on the business of the League, all of which expenses are to be paid from the League treasury.

A-1.10 Every person connected with the League or any member club in any way is prohibited from giving any publicity to any disciplinary action taken by the President, except that the President may issue such publicity when he deems such to be in the interest of the League. Without the prior approval of three-fourths of the member clubs, however, the President may not publicize any disciplinary action taken against any officer, director, or personnel of a member club.

A-1.11 He shall have the authority to remit any fine or to suspend any disciplinary action imposed by him.

A-1.12 He is herewith empowered to establish a Publicity Department. This department shall be under his exclusive jurisdiction and control. He shall have the right to engage the personnel of said department and fix the salaries and expenses thereof.

All publicity personnel of member clubs must send all of their releases to every newspaper, newspaperman, radio station and radio announcer, television station and television announcer located in League cities and which are on the master list of each club in each League city, whether they play in that particular city or not.

A-1.13 The Player grants to the Club and to the League, severally and jointly, the right to use and to authorize others to use the Player's name, picture, likeness, signature (or facsimile thereof), and biographical sketch or any part thereof, for publicity and/or advertising purposes in any manner whatsoever, including, without limitation, use in newspapers, magazines, motion pictures, game programs, annual roster manuals, books, radio and television material, broadcasts, telecasts, and in or in connection with any and all other kinds of communications media and commercial articles and

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services, provided that in the case of such use in connection with trading Club and/or by the League shall accrue to the Players' Benefit Fund of the American Football League. It is agreed the above grant shall not in itself constitute an endorsement by the Player of a commercial article or service, and that the Player reserves the exclusive rights for such personal endorsements in categories of commercial articles and services approved by the President.

A-1.14 He shall have the sole power to contract for the televising of all championship games to be played each year subject to the conditions contained in ARTICLE XVII of the By-Laws.

A-1.15 He is empowered to negotiate working agreements on behalf of the League with other leagues, which shall be presented to the American Football League for approval before execution. A two-thirds (2/3) vote of members shall be required for approval.

A-1.16 He shall keep the records of the proceedings of the League, and shall keep an accurate account of all business that has been transacted. He shall make a report at each annual meeting.

A-1.17 The President and Assistant Treasurer, if any, shall file a surety company bond in the same amount and in the same terms as provided in ARTICLE III, Section 4, of the By-Laws.

A-1.18 The President shall appoint a League Statistician who shall keep separate team statistics and records and over-all statistics and over-all records for the American Football League.

ARTICLE A-II

EXECUTIVE COMMITTEE

A-2.1 The Executive Committee, as provided for in Section 2 of ARTICLE IV of the Constitution, is hereby vested with the power to impose fines in excess of Two Thousand Dollars (\$2,000.00), but not to exceed Twenty-Five Thousand Dollars (\$25,000.00). It will require a vote of three-fourths (¾) of the members of this League to impose any such fine. It is hereby further vested with the power to investigate and make its recommendations to the League as to any matters referred to it by the President and to audit the books and records of the Treasurer and report on same at the annual meeting.

A-2.2 The Executive Committee shall be vested with the power to remit any penalty under any bond furnished to the League by any member and no penalty under any such bond shall be invoked without a three-fourths (¾) vote of the Executive Committee.

A-2.3 In the event of the death or inability of the President to act in his capacity, the Executive Committee shall declare an emergency to exist. It shall call a special meeting not more than thirty (30) days after such

an emergency is declared, the sole purpose of which shall be for the election of a new President.

A-2.4 In the event that any officer of the American Football League shall fail to abide by this Constitution and By-Laws to the extent that three-fourths (¾) of the Executive Committee shall deem it detrimental to the best interest of the League, then said Executive Committee shall have the full power and authority, after due notice and hearing, to remove said officer and terminate his contract.

ARTICLE A-III

TREASURER AND ASSISTANT TREASURER

A-3.1 The Treasurer shall have charge of the funds.

A-3.2 He shall pay all current bills and salaries incurred after the same have been approved by the President. He shall not use the League funds for any investment without the consent of two-thirds (2/3) of the League membership.

A-3.3 He shall submit at each annual meeting a detailed statement of all receipts and disbursements and a balance sheet showing the exact financial condition of the League as of the last day of the calendar month preceding the date of the annual meeting.

A-3.4 He shall file a surety company bond with the President. Said bond shall be in the sum of Five Hundred Thousand Dollars (\$500,000.00) and the obligee named in said bond shall be the American Football League. The premium for said bond shall be paid by the League.

A-3.5 He shall receive such compensation as the League may fix at any annual meeting, plus reasonable and necessary traveling and other incidental expenses.

A-3.6 He shall forward each week to each club a financial report of games played during that week. Such report shall include attendance, receipts, and any other information which the Treasurer may deem expedient. He shall include in such report any delinquencies from any clubs.

A-3.7 The Treasurer, with the written consent of the majority of the Executive Committee, shall perform the duties of the President in the event of the President's absence or inability to act. In the event of death, resignation or removal from office of the President, the Treasurer shall succeed to the office of the President until a new President is elected. He shall not fill the unexpired term of the President.

ARTICLE A-IV

MEMBERSHIP

A-4.1 The American Football League shall be limited to ten (10) teams unless enlarged or changed by a vote of three quarters (¾) of all members of the League.

A-4.2 The granting of two franchises in any one city shall be prohibited unless approved by all the members of the American Football League.

A-4.3 A franchise certificate shall be issued to all members by the American Football League. These franchises shall remain the property of the members to whom they were issued forever, unless said franchises shall be forfeited or transferred as herein provided.

A-4.4 Within fifteen (15) days after demand is made by the President, each club shall submit under the oath of its President and Secretary the following information and any other information which the President deems necessary to the structure of any club from time to time:

A. If a Corporation:

1. Copy of corporate charter
2. Amount and character of stock authorized
3. Amount and character of stock issued and outstanding
4. Names and addresses of stockholders
5. Names and addresses of directors
6. Names and addresses of officers

B. If not a Corporation:

1. Names and addresses of ownership and proportionate shares to each.

A-4.5 (A) Assessment. Whenever moneys are required to meet the expenses of the League, and League funds are not available for that purpose, then, upon demand by the President each member shall be obligated to contribute equally its share of the required moneys. Such assessments shall be in addition to the obligations of each member for the payment of the amounts prescribed in Section A-4.5 (B) hereof.

(B) No percentage of gate receipts will be assessed by the League Office for regular season games. No percentage of gate receipts will be assessed by either the AFL or NFL. Two per cent (2%) of net gate receipts for pre-season games played between AFL clubs in cities which are not members of either League will be forwarded to the Office. One per cent (1%) each of net gate receipts will be paid to the AFL and the NFL Offices for inter-league pre-season games played in cities which are not members of either League. Net gate receipts as used in this section is defined as gross gate receipts after deducting (a) all Federal, State and Municipal taxes assessed on sale of tickets, (b) a sum equal to fifteen per cent (15%) of the gross receipts after deducting the aforesaid taxes and (c) officials' fees and expenses in the amount of two thousand dollars (\$2,000.00) for each pre-season game.

A-4.6 Application for the transfer, assignment, or sale of a franchise or any controlling interest therein, or any shares of voting stock constituting control of a franchise or the cancellation thereof, must be accompanied by the franchise certificate. All applications for transfer, sale or assignment of a

franchise or any interest therein, or cancellation or retirement of voting stock shares of a franchise, or any act whatsoever which may change in any manner the ownership composition of a franchise, must be forwarded to the President, who shall make such investigation as he deems necessary, and who is hereby empowered to require from all parties any such information as he may deem necessary or desirable, the same to be furnished on demand and under oath if so requested. Upon completing his investigation of any such proposed transfer, sale, assignment, retirement or cancellation, the President shall refer same to the Executive Committee. Every such transfer, sale assignment, retirement or cancellation shall be subject to the approval of the Executive Committee by a three-quarters (¾) vote. This vote can be taken by mail by the President if he so deems it advisable. In the event of the death of any person holding an interest in a League franchise, that interest or his shares of stock may pass by his will, or through intestacy, without the approval of the League.

A-4.7 Every such application shall be accompanied by a certified check payable to the American Football League in the amount of One Thousand Dollars (\$1,000.00) to cover costs and expenses, and the balance, if any remaining, shall be repaid to the applicant.

ARTICLE A-V

APPLICATION FOR MEMBERSHIP

A-5.1 A new franchise may be granted with the consent of three-quarters (¾) of all the members. Any application for admission shall be accompanied by a certified check for Fifty Thousand Dollars (\$50,000.00) or such other amount as may unanimously be voted by the Executive Committee.

In case any application for admission is rejected, the President shall repay to the applicant the balance of the amount which accompanied the application, after deducting therefrom all reasonable expenses incurred in connection with the consideration of the application.

A-5.2 Application for membership in the American Football League shall be made by filing an application with the President on a form to be furnished to the applicant by the President.

A-5.3 All applications for membership shall be referred by the President to the Executive Committee which shall report its recommendations. If the Executive Committee shall report favorably, the franchise shall be granted, if approved by a three-fourths (¾) vote of the member clubs. Any franchise or any agreement under which a franchise is granted may be modified or amended if approved by a three-fourths (¾) vote of the member clubs who are members of the League at the time the franchise was granted.

ARTICLE A-VI

NOTICES

A-6.1 Any notice required to be given by any of the provisions of this

Constitution or By-Laws shall be deemed to be sufficient if in writing and addressed to the last known address of the addressee and deposited in the United States mails with postage prepaid, unless the Constitution or By-Laws specifically require some other or different form of notice.

ARTICLE A-VII MEETINGS

ANNUAL MEETING

A-7.1 The annual meeting shall be held between February 15 and April of each year at such date and place as shall be designated by the President. Notice of the date and place of the annual meeting shall be sent to all clubs at least twenty (20) days in advance of each meeting.

A-7.2 Special meetings may be called by the President upon his own initiative at a date and place to be designated by him. Notice of any special meeting shall be given all members not less than ten (10) days in advance if said meeting. Said notice may be waived by the unanimous vote of the member clubs.

After the date and place of the annual meeting, or any special meeting, have been set by the President, a unanimous vote of the members shall be necessary to change such date or place.

A-7.3 At all meetings of the League, each member club shall be entitled to one vote.

A-7.4 Six (6) members in good standing shall constitute a quorum for the transaction of business.

A-7.5 The order of business for the annual meeting shall be as follows:

- Roll
- Reading of the Minutes of the previous meeting
- Admission of new members
- Report of the President and Treasurer
- Report of the Publicity Department
- Report of other committees
- Unfinished business
- Nomination and election of officers
- Installation of officers
- New business
- Adjournment

A-7.6 Except in matters provided for in the American Football League's Constitution and By-Laws, Robert's Rule of Order shall govern all meetings.

A-7.7 The President shall draft a schedule and send it to the member clubs as soon as possible after the annual meeting each year. The schedule

shall provide that each team in a division shall play each other team in that division home and home games each year, and that each team in the League will play at least one game with each other team in the League each year.

ARTICLE A-VIII PROHIBITIONS

A-8.1 It shall be considered a violation of the Constitution and By-Laws and conduct detrimental to the American Football League and professional football, for any club or any person connected in any way with a club or the American Football League:

A-8.2 To enter an officials' dressing room, unless authorized by the President.

A-8.3 A contract with any employee of the League or a club shall include therein a clause whereby said employee shall agree to abide by and to be legally bound by the Constitution and By-Laws and Rules and Regulations of the American Football League and by the decisions of the President which shall be final, conclusive and unappealable; such contract also shall include a clause which provides that the party or parties thereto if involved or affected in any manner whatsoever by a decision of the President agree to release the President and to waive every claim he or they may have against the President individually and in his official capacity and/or against the American Football League and against every club in the American Football League and against any director, officer and stockholder or partner of any club in the American Football League for damages and for all claims and demands whatsoever arising out of or in connection with the decision of the President.

A-8.4 To allow champagne or other alcoholic beverages in AFL dressing rooms nor in or around the field of play.

A-8.5 No beer or other beverage may be dispensed in AFL stadia except by being poured into paper cups.

A-8.6 Any use by any club at any time, from the start to the finish of any game in which such club is a participant, of any communications or information-gathering equipment, other than Polaroid-type cameras or field telephones, shall be prohibited, including without limitation video tape machines, telephone tapping or bugging devices, or any other form of electronic device that might aid a team during the playing of a game. The penalties for violation of foregoing rule, in addition to other fines or suspension of the guilty person or persons for no less than five years and a fine of \$50,000 for the offending club.

ARTICLE A-IX PLAYER'S CONTRACT

A-9.1 The Standard Form of Player's Contract shall be used by all

member clubs, except that it shall be understood that any bonuses, salary advancements and other contractual arrangements shall be placed on back of said contract. The President shall be given the power to approve any changes made by a member club in the Standard Form of Player's Contract. All contracts must be submitted to the President's Office within 10 days of their being signed by the player.

A-9.2 Those players who were active during the previous year and whose options the club wishes to take up for the forthcoming season should on or before April 1 be sent written notice of the club's intention to renew aid contract.

A-9.3 All other players who were active during the preceding season must be placed on waivers on or before April 1. If such players are placed on waivers and waivers are recalled, said players must be traded or signed by the waiving club on or before April 20 or again placed on waivers, without privilege of recall.

ARTICLE A-X

CONDUCT OF CHAMPIONSHIP GAMES

A-10.1 Each club shall have a minimum of 25 players under contract who shall be in uniform on the field and available to play in any championship game. In addition to the above roster limitations, each club may carry as "extras" all players who participate in the current year's Tribune All-Star game until the final cut on Tuesday prior to the opening Championship game.

A-10.2 If a player leaves camp within five days prior to the first cut down date or after the first cut down date but not later than the Saturday preceding the Saturday of the team's opening game of the season, he must return to camp within five days of departure or be subject to being placed in reserve by his current club. The club may, at its discretion, provide for the return of the player to the active roster by the fact that it retains a place on said roster for said player. If it does not retain a place on said roster for said player and the player returns within a five day period, the club shall be required to waive or trade the player in accordance with league rules; however, should he walk out following the last Saturday preceding the Saturday of the team's opening game of the season, the club may, at its discretion, provide for the return of the player to the active roster by the fact that it retains a place on said roster or he will not be able to participate with his current club and will not be able to participate in the AFL during that season unless placed on waivers or traded by his current club, at its own discretion. Any other club found guilty of talking to, or in any way tampering with a player before or after he leaves camp, will be subject to major penalties.

A-10.3 The visiting team shall wear white, and the home team shall wear the colors listed below (Section 10.6), provided they do not conflict with the white worn by the visiting team.

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A-10.4 The visiting club shall supply its roster, showing names and numbers, and pictures of all its players and coaches to the home club two (2) weeks in advance of the game. The names and numbers of any newly secured players shall be forwarded by telegraph to the home club immediately upon their acquisition.

A-10.5 The winner in each division shall be determined upon the basis of the percentage of games won and lost. In calculating the respective percentages, games resulting in a tie are not to be considered as having been played. The percentages are to be computed by dividing the number of games won by the total number of games played, the winner to be the club with the highest percentage.

A-10.6 The various clubs have been awarded the following colors and only the President shall have the authority to make any changes thereof:

COLORS

Boston — Red, White and Blue
Buffalo — Royal Blue, White and Scarlet
Cincinnati — Orange, Black and White
Denver — Orange, White and Royal Blue
Houston — Scarlet, Columbia Blue and White
Kansas City — Red and Gold
Miami — Aqua, Orange and White
New York — Kelly Green and White
Oakland — Black, Gold and White
San Diego — Blue, White and Gold Trim

A-10.7 All clubs must reserve one-hundred (100) seats in as choice a location as is possible for the visiting fans and hold same for their use until three days prior to the playing of the game. It is the responsibility of the visiting club to inform the home club of its ticket needs by the deadline date.

A-10.8 The home team shall provide ambulance facilities for the use of both teams.

A-10.9 All teams traveling by air to play a championship game must arrive in the game city or vicinity before twenty-four (24) hours prior to the scheduled kickoff, unless adequate protection is provided for the squad to make the trip by other means of transportation.

A-10.10 A brown football with white stripes must be used in all night games, championship and non-championship games.

A-10.11 Each team must provide a tarpaulin to fully cover its football field.

A-10.12 Teams playing in parks with baseball facilities should seed its infield after the baseball season.

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A-10.13 Bull horns, klaxons and other mechanical noise-making devices are banned from parks in the AFL.

A-10.14 When a game is scheduled in a stadium used for baseball, the President shall have the right to change the site of the game, whenever he concludes such action is necessary by reason of the probable participation of the baseball club in the World's Series; in such event, the visiting club will be reimbursed by the League for any extra travel expense necessarily incurred because of such change, and the home club will be compensated by the League for any loss of revenue suffered by it as a result of such change in the site of the game. The President's decision shall be final and binding upon both of the affected clubs in respect to the need for an amount of any such compensation and reimbursement.

ARTICLE A-XI

FINAL CHAMPIONSHIP GAME

A-11.1 The Final Championship Game shall be played on a date selected by the President.

A-11.2 Beginning with the season of 1961, the Final League Championship Game shall be played on the home grounds of the club winning the Western Division championship. The following year it shall be played in the Eastern Division, and alternating thereafter, unless both clubs agree to a transfer of the game, which transfer must be approved by the President.

A-11.3 The President shall select the officials to officiate at the Final League Championship Game.

A-11.4 On or about the first day of December, the President shall call a meeting of all the clubs which have a possible chance of participating in the Final League Championship Game. At such meeting each club shall submit its normal scale of prices and furnish such other information as the President may require.

A-11.5 The President shall fix the prices for reserve tickets, which price shall be (a) at the minimum rate of Four Dollars (\$4.00) for each ticket in all cases where the seating capacity of the park is less than *Forty Thousand* (40,000) persons and (b) at the minimum rate of Three Dollars (\$3.00) for each ticket, in all cases when the seating capacity of the park is in excess of *Forty Thousand* (40,000). The printing of tickets shall be under the direction of the President and shall be charged against the receipts of the game.

A-11.6 Tickets for the game shall be available for distribution not later than the day following the game which decides which teams are to participate. There shall be no complimentary tickets for the game.

A-11.7 All receipts of the game, which shall include all receipts from the sale of tickets whether presented for admission or not, and any additional receipts from television, radio and moving pictures, shall be turned over to the League treasury. The program (advertising and sales) shall belong to the

home club and any profit shall belong to and loss shall be borne by the home club. A percentage of the receipts from the televising of the Final Championship Game shall be allocated to the Championship game pool exclusively at the discretion of the Executive Committee, and the remaining percentage of such television receipts shall be turned over to the member clubs in accordance with Article XVII.

A-11.8 The Treasurer of the American Football League shall, after approval by the President, make the following distributions:

After deducting Federal and other taxes, ground rental and all expenses pertaining to the game, including a flat sum of Four Thousand dollars (\$4,000.00) to the host team for handling intangible office expenses, thirty-six per cent (36%) of the remainder shall be distributed to the players of the winning team; twenty-nine (29%) to the players of the losing team; ten per cent (10%) to the winning member club; nine per cent (9%) to the losing member club; and sixteen per cent (16%) to the League for distribution equally to member clubs. The respective clubs shall be responsible for player obligations, including insurance, workmen's compensation and payroll taxes.

A-11.9 The club winning the Final League Championship Game shall be presented with the American Football League Championship Trophy, to be retained by the club as long as it retains the League Championship. When the League Championship passes from one club to another, the club holding the trophy must transfer it forthwith to the President, who in turn shall present it to the new League Champions. Each year the winning club shall be given by the League a miniature of the trophy as its permanent possession.

A-11.10 If the game results in a tie score, the sudden death system of determining the winner shall prevail, as more particularly set forth in the rule book.

A-11.11 Only such players as were eligible on the contending teams in all of the last three regularly scheduled championship games will be eligible to compete in the final championship game, with the exception that each club may add two players to be taken from the list of those players whom it had previously waived or deferred during the season, providing such players were not on the roster of any other club on the third to the last game of the season. However, the rosters of contending teams shall not exceed the regular player limit for the Championship Game. Eligibility will be established from official records in the President's office.

A-11.12 The President shall have authority to order the home club to place at the disposal of the visiting club, for sale, such number of Final League Championship Game tickets as he deems reasonable and necessary to meet the requirements of the visiting club, not exceeding twenty per cent (20%) of each of the various priced tickets, after season ticket holders, 100 tickets for each club, the President and the Publicity Department are taken care of. All unsold tickets in the hands of the visiting club, together with check covering sale of tickets, must be returned by Registered Air Mail,

Special Delivery, to the home club not later than midnight, Thursday, preceding the Sunday of the game.

A-11.13 The players on each club shall meet and determine how their share of the money is to be divided. All players declared eligible to play in the Final League Championship game who were with the team the entire season and all regular coaches, the trainer and the equipment man shall receive equal shares and not less than a half ($\frac{1}{2}$) share may be voted to players who have not been with the team the entire season but who are activated for the Final Championship Game. If there is more than one trainer or equipment men, then these trainers and equipment men, shall, as a minimum, divide one (1) share, unless voted more by the players. Additional shares or portions thereof may be voted to coaches, trainers, other club attaches, or to any player who has been with said team during the current season, provided said player is not on the roster of any other American Football League team. After such meeting the management of each team shall forward to the President the names of the players and the percentage of its share that each is to receive. The disbursement will then be made by the Treasurer after approval by the President.

A-11.14 The visiting club shall be allowed transportation and reasonable hotel expenses for its player roster plus seven (7) men. Under no consideration shall players of either home or visiting club be paid any salary other than their share of the receipts of such game.

A-11.15 Entertainment between halves shall be promoted and provided by the home club under the supervision of the President, and the cost of same shall be charged to and paid as an expense of the game.

ARTICLE A-XII

DIVISION PLAYOFF GAME

A-12.1 When a playoff game is required to determine a division champion, the site of the game shall be determined by the flip of a coin during the meeting of the clubs, as provided in Article XI, Section 4.

A-12.2 The President shall fix the dates and select the officials.

A-12.3 The President shall authorize the printing of tickets for said game, the cost of the tickets to be paid out of the proceeds of the game.

A-12.4 The players shall receive only their regular game salary, and if they are on seasonal contract they shall receive one-fourteenth (1/14th) of their season salary.

A-12.5 The net receipts shall be divided equally between the two clubs participating in the playoff after deducting (a) all Federal, State and Municipal taxes, if any, assessed on the sale of tickets and (b) a sum equal to fifteen per cent (15%) of the gross receipts after deducting the aforesaid taxes; and (c) the standard League percentage of the balance, which percentage shall be paid to the Treasury of the American Football League; and (d) the visiting club's reasonable expenses for forty (40) men;

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and (e) the expenses of the band and other reasonable entertainment; and (f) the salaries to park employees; and (g) reasonable and proper incidental expenses including officials' fees and traveling expenses. Salaries or expenses of executives or office help or medical expenses are not a proper deduction. In the case of an extraordinary expense as to which the two participating member clubs cannot agree, the matter shall be decided by the President, and his decision shall be final, binding and unappealable.

A-12.6 If the score is tied at the end of the regular game, the winner shall be decided by the sudden death system as especially provided for in the Rule Book.

A-12.7 Only such players as were eligible to play on the contending clubs in their last two (2) regularly scheduled championship games will be eligible to compete in the Division Play-Off, except that two players may be added from the respective club's waiver or deferred list under arrangements outlined in Article XI, A-11.11. Such eligibility list will be taken from the official records in the President's office.

ARTICLE A-XIII

PRE-SEASON AND POST SEASON GAMES

A-13.1 No member shall schedule a game without the approval of the President and the entire pre-season schedule shall be coordinated by the League office.

A-13.2 The President may grant permission for two (2) League teams to play against each other provided:

Item A. That all contracts for pre-season games shall provide that the participating teams share equally in the net receipts. No pre-season game except those sponsored by a League member may be played under a minimum guarantee provision (as distinct from a percentage provision) for less than Ten Thousand Dollars (\$10,000.00), as a minimum guarantee for each team, provided that sum or more shall have been the amount paid under a previous minimum guarantee contract provision. This provision shall not affect existing contracts presently on file in the office of the President.

Item B. All teams traveling by air to play a pre-season game must arrive in the game city at least by the evening prior to the game date, unless adequate protection is provided for the squad to make the trip by other means of transportation.

A-13.3 No team shall participate in any non-championship games after the League Football Championship is decided, except the League Championship team must play the non-championship games contracted for by the League.

A-13.4 No club may play a non-championship game of any kind what-

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soever, after such club has played its first scheduled League Championship Game.

A-13.5 The official AFL All-Star game shall be conducted under arrangements made by the President and any revenue accruing therefrom shall be divided equally among member clubs of the AFL or in accordance with the directions of the Executive Committee. He shall also have the sole power to contract for merchandising, promotions and other commercial and non-commercial projects and any revenue accruing therefrom shall be distributed equally among member clubs of the league or in accordance with directions of the Executive Committee.

A-13.6 The President's office must approve the playing rules under which a pre-season game is played by an AFL club against a Canadian League club, and such rules must be on an equitable basis for the teams involved.

A-13.7 Each member club in the league may schedule a pre-season game or games with a club not a member of the league, provided said game or games are first approved by the President and conform to the Rules and Regulations established by the member clubs of the League.

ARTICLE A-XIV

DISASTER PROVISIONS

A-14.1 If any member club is involved in a disaster, such as an airplane crash, or some other casualty which kills or permanently maims all or substantially all of the payer personnel under contract to said member club, all other member clubs, under the direction of the President, shall transfer and assign the contracts of not more than four (4) players from each club to the stricken member club for the purpose of re-establishing a team as promptly as possible.

A-14.2 The President, and the Executive Committee shall take any and all other action necessary to re-establish said team.

ARTICLE A-XV

INTERNAL SECURITY OF THE LEAGUE

A-15.1 Each member club has agreed, subject to the provisions of this Constitution and By-Laws, to organize and maintain in a solvent condition a professional football team in the city in which its franchise is located: to field a team whenever scheduled to do so; to pay promptly all financial obligations of said team, and it has obligated itself not to sell, assign, transfer or surrender or in any way dispose of, in whole or in part, the franchise in said American Football League without the unanimous written consent of all other franchise holders.

A-15.2 If any member club should suffer default as provided above, the President shall recommend to the Executive Committee the amount of dam-

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ages which should be payable by said member club in default to the League, and thereafter said penal sum as provided by the bond shall be remitted in whole or in part as decreed by a three-fourths (¾) vote of the Executive Committee; provided that should the recommendation of the President not be agreeable to the Executive Committee such an amount as may be determined by said Committee shall then be paid to the League.

ARTICLE A-XVI

AMENDMENT OF CONSTITUTION AND BY-LAWS

A-16.1 This Constitution and its By-Laws may be altered or amended at any annual or Executive Committee meeting by a three-fourths (¾) vote of the club members, provided it is submitted to the President in writing at least twenty (20) days prior to the meeting.

A-16.2 This Constitution and its By-Laws may be altered or amended by a unanimous vote of all the member clubs at any annual or special meeting or a meeting of the Executive Committee or by a telephonic or mail vote, each vote to be ratified by letter from the respective club.

ARTICLE XVII

BROADCASTING AND TELEVISION

A-17.1 All regular and post-season television income will be handled on a cooperative basis in the name of the American Football League but for the benefit of the individual franchise holders and not for the League itself, except as hereinafter specifically provided otherwise. All income from regular season and post-season and other televised games, derived by the League and any and all individual clubs, shall be paid directly to the American Football League as an agent, for distribution to participating clubs equally, or shall be distributed directly to member clubs in accordance with instructions from the President, but other television income from local highlights shows, pre- and post-game shows and pre-season games contracted by the individual clubs shall accrue to and be paid directly to the local clubs. Income paid directly to the American Football League as an agent for the member clubs therein, shall be held on deposit by the League's treasurer and distributed at a time and in amounts designed by the President.

A-17.2 Net income from theater and pay television shall be divided sixty per cent (60%) to the home team and forty per cent (40%) to the visiting team, after the three per cent (3%) deduction allocated to the League office.

A-17.3 Contrary to the policy outlined in Section 1 of this Article XVII, with respect to the regulation of television income, each member of the American Football League shall have the right, without restriction, to enter into any contract it deems advisable with respect to radio rights; pro-

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vided that such contract shall in no way be detrimental to the American League. Except for the Final Championship Game, any and all income derived by any member club from the sale of radio rights shall be paid directly to said club and shall not be pooled and thereafter divided on an equal basis, as the television income shall be.

Although the arranging for national or regional radio network coverage of the Final Championship Game shall be conducted exclusively by the President's office, individual clubs may negotiate in their basic radio contract for the broadcasting of the Final Championship Game by their local outlets, providing the club is a participant in said Final Championship Game and providing the resulting proceeds accrue to the championship game pool.

NATIONAL FOOTBALL LEAGUE

CONSTITUTION

AND

BY-LAWS

CONSTITUTION AND BY-LAWS

of

NATIONAL FOOTBALL LEAGUE

(An Unincorporated Association Not For Profit)

ARTICLE N-I

NAME AND PRINCIPAL OFFICE

N-1.1 The name of this association shall be NATIONAL FOOTBALL LEAGUE, hereinafter called "League"; the word "League," herein shall refer to the National Football League, unless otherwise specified.

N-1.2 The Commissioner shall select the location of the office of the League, which shall be located in or adjacent to a city in which a League franchise is operated.

ARTICLE N-II

PURPOSES AND OBJECTS

N-2.1 The purpose and objects for which the League is organized are:

- (a) To promote and foster the primary business of League members, each member being an owner of a professional football club located in the United States;
- (b) To do and perform such other functions as may be necessary to carry out the purpose and objects of the League.

N-2.2 The League is not organized nor to be operated for profit.

ARTICLE N-III

MEMBERSHIP

N-3.1 Membership in the League shall be limited to the members in the League at the time of the adoption of this Constitution and such new members as may be thereafter duly elected, provided, however:

- (a) The admission of a new member within the territorial limits of a city in which a franchise is presently located is prohibited unless approved by the unanimous consent of all members of the League, and
- (b) Membership in the League is limited to sixteen (16) members subject to the provisions of Section N-3.1 (a) above; such limit on the number of members in the League may be changed only by the affirmative vote of not less than thirteen (13) members of the League.

N-3.2 Any person, association, partnership, corporation, or other entity of good repute organized for the purpose of operating a professional football club shall be eligible for membership except:

- (a) No corporation, association, partnership or other entity not operated for profit nor any charitable organization or entity not presently admitted to membership in the League shall be eligible for membership.

N-3.3 (A) Each applicant for membership shall make a written application to the Commissioner. Such application shall describe the type of organization and shall designate the city in which the franchise of the applicant shall be located; such application shall further describe and contain the following information:

- (1) The names and addresses of all persons who do or shall own any interest or stock in the applicant, together with a statement that such persons will not own or hold such interest or stock for the benefit of any undisclosed person or organization.
 - (2) A detailed balance sheet of such company as of the date of organization and a pro forma statement as of the time it shall commence actual operation. A written financial statement shall be required from the applicant and from anyone owning an interest in any applicant, including stockholders and partners.
 - (3) If applicant is a corporation, a certified copy of the Articles of Incorporation, By-Laws and share certificate shall accompany such application provided, however, if the organization of such corporation has not been commenced or completed a detailed statement summarizing the proposed plan of operation and the capital structure thereof shall be furnished.
 - (4) If applicant is a partnership, unincorporated association or other entity, a certified copy of the Articles of Co-Partnership or organization agreement shall accompany such application.
 - (5) The names and address of all officers and directors.
 - (6) All applications shall contain a representation that upon acceptance, the applicant will subscribe to and agree to be bound by the Constitution, By-Laws, Rules and Regulations of the League and any amendments or modifications thereof.
- (B) Each application for membership shall be accompanied by a certified check for Twenty-Five Thousand Dollars (\$25,000.00). Upon approval of any application for membership, an additional Twenty-Five Thousand Dollars (\$25,000.00) shall be paid to the League. If any application for admission is rejected, the League shall repay to the applicant the sum of Twenty-Five Thousand Dollars (\$25,000.00) paid by the applicant at the time of such application, less all expenses reasonably incurred in connection with the consideration and investigation of such application.
- (C) Upon receipt of any application for membership in the League, the Commissioner shall conduct such investigation thereof as he deems

appropriate. Following the completion of such investigation, the Commissioner shall submit the application to the members for approval together with his recommendation thereon, and such information thereon that the Commissioner deems pertinent. Each proposed owner or holder of any interest in a membership, including stockholders in any corporation, all partners in any partnership member and all other persons holding an interest in any membership entity, must be individually approved by the members; approval of the new membership and of all persons owning any interest therein shall be effective if approved by the affirmative vote of no less than thirteen (13) members.

N-3.4 Each member shall receive a Franchise Certificate of Membership signed by the Commissioner and Secretary of the League, certifying that such member is a member of the League, and holds a franchise from the League to operate a professional football club in a designated city. Such Franchise Certificate shall not be assignable nor transferable, except as provided in Section 3.5 hereof.

N-3.5 No membership, or any interest therein, may be sold, assigned, or otherwise transferred in whole or in part except in accordance with and subject to the following provisions:

- (a) Application for the sale, transfer or assignment of a membership or of any interest therein, must be made in writing to the Commissioner; upon receipt of such application, the Commissioner is empowered to require from applicant and applicant shall furnish such information as the Commissioner deems appropriate, including:
 - (1) The names and addresses of each of the buyers, transferees or assignees thereof.
 - (2) The price to be paid for such sale, transfer or assignment, and the terms of payment, including a description of the security for any unpaid balance, if any.
 - (3) A banking reference for each buyer, transferee, or assignee.
 - (4) If the buyer, transferee or assignee is a corporation, a copy of the Articles of Incorporation and By-Laws thereof, together with a copy of the share certificate of each class of stock to be outstanding, the names and addresses of the directors and officers thereof, the names and addresses of the stockholders therein and the price paid or to be paid and the time of payment for said stock, a copy of any proposed voting trust agreement and of any voting trust certificates.
- (b) Upon receipt thereof, the Commissioner shall conduct such investigation as he deems appropriate. Upon the completion thereof, the Commissioner shall submit the proposed transfer to the members for approval, together with his recommendation thereon, and all information in respect thereto that the Commissioner deems pertinent. All sales, transfers or assignments, except a transfer referred to in Section N-3.5 (c) hereof, shall only become ef-

fective if approved by the affirmative vote of not less than thirteen (13) members of the League.

- (c) If any person owning or holding a membership, or an interest therein, by stock ownership or otherwise dies, such membership or interest therein may be transferred to a member of the "immediate family" of the deceased without requiring the consent or approval of the members of the League or the Commissioner thereof; similarly, if any person owning or holding a membership or an interest therein, by stock ownership, or otherwise, seeks to transfer such membership or any interest therein, by gift, such membership or the interest therein may be transferred to the donee if the donee is a member of the "immediate family" of the donor; in such event, no consent to or approval of the members of the League or the Commissioner shall be required to complete such transfer. The "immediate family," for the purpose of this paragraph, shall mean the wife, child, mother, father, brothers, and sisters, or any other lineal descendant of the deceased or donor. In all other cases involving death or transfers by gift, any person succeeding to a membership or an interest therein, whether by gift, will, intestacy, or otherwise, must be first investigated by the Commissioner in such manner as the Commissioner deems appropriate. Upon the completion thereof, the Commissioner shall submit such succession or transfer to the membership for approval and shall accompany the same with his recommendation thereon; no such succession or transfer shall be effective unless first approved by the affirmative vote of not less than thirteen (13) members of the League.

N-3.6 either:

- (a) By selling, assigning, or transferring its membership upon the terms and conditions set out in Section N-3.5 hereof; or
- (b) A Club may voluntarily withdraw from the League by tendering its written resignation to the Commissioner and simultaneously surrendering its Franchise Certificate of Membership, making full payment of any and all dues, assessments, or other debts owing to the League, and assigning to the League, or its nominee, all player contracts and the lease of its playing field, and to the extent lease is assignable; provided, however, that no voluntary withdrawal may be made in any year between March 1st and the date of the World Championship Game of that year, except with the unanimous consent of all members.

N-3.7 Membership in the League shall be automatically terminated whenever:

- (a) An individual or corporate member or a partnership member or any partner therein, makes an assignment for the benefit of his or its creditors or files a voluntary petition in bankruptcy, or whenever a receiver or trustee in bankruptcy is appointed for the

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property and assets of the member or of any person holding an interest in a partnership member or whenever reorganization proceedings in bankruptcy are instituted by or against the member or by or against any partner possessing an interest in a partnership membership.

- (b) A member disbands its team during the regular season, or
- (c) A member permanently disbands its business organization or ceases its business.

N-3.8 (A) Upon the expulsion of a member or upon any other involuntary termination of membership, the following shall occur:

- (1) The lease of its playing field or interest of the member therein, if and to the extent the lease or interest is assignable, shall, upon demand of the League, be assigned to the League or its nominee, provided, however, that the assignment of said lease to the League shall first be approved by the affirmative vote or written consent of no less than thirteen (13) members of the League; said lease shall thereafter be handled or disposed of in such manner as the remaining League members, by the affirmative vote of no less than thirteen (13) members, shall decide.

- (2) Title to all players contracts of the terminated member and title to all players on the Reserve or Selection List of such terminated member and any interest or right to such players and contracts shall, if demanded by the League, be assigned to the League or its nominee, provided that such assignments are first approved by the affirmative vote or written consent of not less than thirteen (13) of the remaining League members; said players and contracts so acquired shall thereafter be handled and disposed of within the League in such manner as the remaining member clubs by the affirmative vote of not less than thirteen (13) members of the League shall decide.

- (3) All interest of the terminated member in and to any funds or property of the League, or any right or interest therein, shall cease.

(B) Whenever any stockholder, partner or holder of an interest in a member club is requested to sell or dispose of his stock or an interest in a membership in the League by reason of an expulsion or otherwise involuntary termination, such sale or disposition must be completed within one hundred twenty (120) days after such action has been ordered. If such stock or interest is not sold or disposed of within one hundred twenty (120) days then the price and other terms of the sale or disposition shall be fixed by mutual agreement between the person affected and the Commissioner; if such cannot be accomplished by mutual agreement, then the price and other terms shall be fixed by arbitration with one arbitrator to be selected by the Commissioner and the other by the affected holder of the stock or interest. If within five (5) days the two arbitrators cannot agree on the price and terms, then the two arbitrators shall select a third arbitrator and the decision of the majority of the arbitrators shall be binding on all parties. If any per-

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son required to name an arbitrator fails to do so, or if the two arbitrators cannot agree on a third arbitrator, then such arbitrator in either case shall be named by the Commissioner.

N-3.9 A new member acquiring its membership by transfer from another member shall succeed to the interest of the transferor in and to the funds, property, rights, and interests of the League and shall not be obligated to make the capital contribution required under Section 3.3 (B) hereof.

N-3.10 (A) Assessment. Whenever moneys are required to meet the expenses of the League, and League funds are not available for that purpose, then, upon demand by the Commissioner, each member shall be obligated to contribute equally its share of the required moneys. Such assessments shall be in addition to the obligations of each member for the payment of the amounts prescribed in Section 3.10 (B) hereof.

(B) No percentage of gate receipts will be assessed by the League Office for regular season games. No percentage of gate receipts will be assessed by League Offices for pre-season games played in the home city of a team of either the AFL or NFL. Two per cent (2%) of net gate receipts for pre-season games played between NFL clubs in cities which are not members of either League will be forwarded to the NFL Office. One per cent (1%) each of net gate receipts will be paid to the AFL and the NFL Offices for inter-league pre-season games played in cities which are not members of either League. Net gate receipts as used in this section is defined as gross gate receipts after deducting (a) all Federal, State and Municipal taxes assessed on sale of tickets, (b) a sum equal to fifteen per cent (15%) of the gross receipts after deducting the aforesaid taxes and (c) officials' fees and expenses in the amount of two thousand dollars (\$2,000.00) for each pre-season game.

N-3.11 Each member club, and each and all of the owners, officers, stockholders, directors or partners therein, as well as any other person owning any interest in such member club, assumes and agrees to be bound by the following obligations of membership in the League:

- (a) That after becoming a member of the League, the primary purpose of the corporation, partnership or other entity operating the club shall at all times be and remain the operation of a professional football team as a member club of the League, and such primary purpose shall not be changed.
- (b) They, and each of them, consent to be bound by the provisions of the Final Judgment of the United States District Court for the Eastern District of Pennsylvania entered against the National Football League and certain of its member clubs on December 28, 1953, and as thereafter modified and for the purpose of said Judgment submit to the jurisdiction of said court.
- (c) They, and each of them, agree to be bound by all of the terms and provisions of the Constitution and By-Laws of the League as now or hereafter in effect.

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ARTICLE N-IV TERRITORIAL RIGHTS AND CLUB ALIGNMENT

N-4.1 No member shall have any right to transfer its club or franchise to a different city outside of its Home Territory except with the prior approval of the members of the League. Such transfer shall only be effective if approved by the affirmative vote of not less than thirteen (13) members of the League; provided, however, that if the transfer involves a transfer of the franchise from the City of Baltimore, it will also require the prior consent of the Commissioner.

N-4.2 The League shall be divided into two (2) Conferences: said Conferences shall be known as the Eastern Conference and the Western Conference, respectively. The members in each Conference are as follows:

<i>Western Conference</i>	<i>Eastern Conference</i>
Atlanta Falcons	Cleveland Browns
Baltimore Colts	Dallas Cowboys
Chicago Bears	New Orleans Saints
Detroit Lions	New York Giants
Green Bay Packers	Philadelphia Eagles
Los Angeles Rams	Pittsburgh Steelers
Minnesota Vikings	St. Louis Cardinals
San Francisco 49ers	Washington Redskins

The Conference to which each member club is assigned and in which its teams shall engage, and the composition of each Conference shall not be changed, extended, or modified, without the approval of the members of the League. Such approval, for purposes of this Section, shall require the affirmative vote of not less than thirteen (13) members of the League.

For the years 1967 and 1968 only, the Conferences shall be divided into Divisions consisting of four (4) teams of the Conference in each Division. The Western Conference Divisions shall be known as the Coastal Division and the Central Division, and the Eastern Conference Divisions shall be known as the Capitol Division and the Century Division. The members of each Division in their respective Conferences are as follows:

<i>Coastal Division</i>	<i>Central Division</i>
Atlanta Falcons	Chicago Bears
Baltimore Colts	Detroit Lions
Los Angeles Rams	Green Bay Packers
San Francisco 49ers	Minnesota Vikings

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EASTERN CONFERENCE (1967)

Capitol Division
Dallas Cowboys
New Orleans Saints
Philadelphia Eagles
Washington Redskins

Century Division
Cleveland Browns
New York Giants
Pittsburgh Steelers
St. Louis Cardinals

EASTERN CONFERENCE (1968)

Capitol Division
Dallas Cowboys
New York Giants
Philadelphia Eagles
Washington Redskins

Century Division
Cleveland Browns
New Orleans Saints
Pittsburgh Steelers
St. Louis Cardinals

For the year 1969 only, the Conferences shall be divided into Divisions consisting of four (4) teams of the Conference in each Division. The Western Conference Divisions shall be known as the Coastal Division and the Central Division, and the Eastern Conference Divisions shall be known as the Capitol Division and the Century Division. The members of each Division in their respective Conferences are as follows:

WESTERN CONFERENCE

Coastal Division
Atlanta Falcons
Baltimore Colts
Los Angeles Rams
San Francisco 49ers

Central Division
Chicago Bears
Detroit Lions
Green Bay Packers
Minnesota Vikings

EASTERN CONFERENCE (1969)

Capitol Division
Dallas Cowboys
New Orleans Saints
Philadelphia Eagles
Washington Redskins

Century Division
Cleveland Browns
New York Giants
Pittsburgh Steelers
St. Louis Cardinals

The foregoing Divisions shall be in effect for the seasons 1968 and 1969 only. Following the 1969 season, the Divisional allocation within each Conference shall terminate and the members of the Conferences shall not be committed or assigned to any particular Division therein.

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ARTICLE N-V

MEETINGS OF THE LEAGUE

N-5.1 The annual meeting of the League shall be held not earlier than the second Monday in February of each year and not later than April 1st in such year; such meeting shall be held on such date and at such time and place as the Commissioner shall designate in the notice of the meeting.

N-5.2 Special Meetings of the League may be held at any place upon call by the Commissioner.

N-5.3 (A) Written notice of the time and place of holding any meeting shall be given to each member at least thirty (30) days in advance of the day fixed for the Annual Meeting, or at least seven (7) days in advance of the day fixed for any Special Meeting.

(B) Notice of a Special Meeting shall state the time, place and purpose of the meeting. The notice of the annual meeting must state the time and place of the meeting, but not the purpose; if any amendments to the Constitution and By-Laws are to be considered at the annual meeting, the submission of such proposals must be in accordance with Sec. N-17.1 hereof.

(C) Notices to any meeting may be waived by the unanimous consent of all Member Clubs.

N-5.4 At all meetings of the League, whether Annual or Special, ten (10) members of the League in good standing, present in person or by authorized representatives, shall constitute a quorum for the transaction of business and shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until the requisite number of members shall be present.

N-5.5 At each meeting of the League each member shall be limited to two (2) representatives and to have present, in addition thereto, one (1) of its officers or counsel; each member shall be limited to only one (1) vote upon any matter presented to the meeting. Each member shall file with the League within the time designated by the Commissioner a written designation of the representative and alternate to vote and act for it. The Commissioner or presiding officer may require proof satisfactory to the Commissioner or presiding officer of the authority of any representative to represent a member.

N-5.6 Except as herein otherwise specifically provided, the affirmative vote of not less than thirteen (13) members of the League at any Annual or Special Meeting of the League shall be required for action.

N-5.7 The order of business for the Annual Meeting shall be as follows:
Roll Call

Reading of Minutes of the previous meeting
Report of Commissioner and Treasurer
Report of Public Relations Department

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Report of other Committees
 Unfinished business
 Nomination and election of officers
 Installation of officers
 New business
 Adjournment

N-5.8 Upon call of the Commissioner or by majority vote of the members of the League, the League may go into Executive Session. At each Executive Session, each member shall designate its duly authorized representative to act for it in such Executive Session. In any Executive Session only one representative of each member, and the Commissioner, shall be present, together with such other persons as either the Commissioner or the members by majority vote shall invite. The Commissioner shall be Chairman of the Executive Session and may appoint the Secretary of the Session. Action at any Executive Session shall constitute action of the League.

N-5.9 Except in respect to matters covered specifically in the Constitution and By-Laws of the League, Roberts Rules of Order shall prevail in all meetings of the League; provided however, that any action taken in any meeting of the League involving a matter not covered specifically in the Constitution and By-Laws of the League shall require the affirmative vote of not less than thirteen (13) members of the League for approval.

N-5.10 Any action or resolution which may be taken or adopted at a League meeting may be taken or adopted by an instrument in writing signed by all members of the League.

ARTICLE N-VI

EXECUTIVE AND OTHER COMMITTEES

N-6.1 The League shall have an Executive Committee composed of one (1) representative from each member club. Each representative shall be appointed by the member club by written notice to the Commissioner. Each club may name an alternate representative in the same manner, said alternate shall have the same authority as the regular appointee in the absence of such appointee. Each appointee and alternate on the Executive Committee shall serve until his appointment is revoked in writing by the appointing member club.

N-6.2 At all meetings of the Executive Committee each member of the Committee shall have one (1) vote.

N-6.3 All Executive Committee members must be either owners or holders of an interest, or officers of member clubs in the League.

N-6.4 In case any vacancy occurs in the Executive Committee his successor shall be appointed by the member affected by the vacancy.

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N-6.5 The Executive Committee shall have the following powers and duties:

- (a) It shall have the power, after notice and hearing, to impose fines upon any member or any director, officer, stockholder, player or employee of a member of the League.
- (b) It shall have the power, after notice and hearing, to increase or impose other or additional penalties after action of the Commissioner upon any matter submitted to it by the Commissioner for that purpose, provided, however, that the Executive Committee shall have no power to modify, reduce, remit, or suspend any fine, penalty, or suspension imposed by the Commissioner.
- (c) It shall have the power and duty to investigate and report its findings and recommendations to the League on any matter referred to it by the Commissioner or the members.
- (d) It shall have power to cause an audit of the books and records of the League, and the Treasurer thereof, and shall report its findings to the members and the Commissioner promptly.
- (e) If the Commissioner dies, is unwilling, or is by reason of physical or mental disability, unable to discharge his duties as Commissioner, the Executive Committee shall have the power to decide that an emergency exists in the League; it shall thereupon call a Special Meeting of the members at a time and place selected by the Committee: such Meeting shall be held within thirty (30) days after the declaration of such emergency, and notice of such meeting shall be given as in the case of any other Special Meeting; the purpose of such Meeting shall be either to remove such Commissioner, or to elect a new Commissioner, or to appoint an Acting Commissioner to serve until the next succeeding Annual Meeting.
- (f) It is empowered to borrow in the name of the League from any bank or trust company such sum or sums of money as it may from time to time deem necessary or appropriate and to authorize the Commissioner and Treasurer, individually or jointly, to make and deliver in the name of the League a promissory note or notes evidencing any such loan and to pledge as security therefor any stocks, bonds, or other securities owned by the League.
- (g) In the event that the Commissioner or any other officer of the League shall be convicted of a crime involving moral turpitude, or be physically or mentally incapacitated from performing his duties or shall fail or refuse to abide by the Constitution and By-Laws of the League, and the Executive Committee finds that such action by such officer is detrimental to the best interests of the League, or in the event the Commissioner or any other officer of the League fails or is unwilling to perform his duties, then such Committee shall have the power after notice and hearing to suspend or remove said officer and to terminate any contract between such Commissioner or officer and the League.

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N-6.6 All actions and decisions of the Executive Committee must be approved by the affirmative vote of no less than thirteen (13) members of the Executive Committee provided, however, (a) that any decisions to proceed under Section N-6.5 (c), (d) or (e) hereof may be taken by majority vote of the Executive Committee, and (b) that in any hearing involving charges against any club or whenever one club is making charges against another, the member club or clubs so involved shall not vote.

N-6.7 The Commissioner of the League may appoint such other committees as the League deems necessary and appropriate. All committees shall act under the direction and chairmanship of the Commissioner, who shall be a member "ex officio" of each committee. The League shall pay each member of the committee the expenses of his attendance at committee meetings.

N-6.8 The Executive Committee shall have the power to fill by appointment any and all vacancies in any elective offices of the League for the balance of the term of such office or until a successor is duly elected for such office in the prescribed manner.

N-6.9 At each meeting of the Executive Committee, the Commissioner of the League shall preside.

ARTICLE N-VII OFFICERS

N-7.1 The officers of the League shall be a Commissioner, a President, a Secretary and a Treasurer. The office of Secretary and Treasurer may be held by the same person. Subject to the provisions herein for removal, each of such officers shall serve for a term of not less than one (1) year nor more than ten (10) years or until the election and qualification of his successor. Such officers may receive reasonable compensation fixed by the member clubs from time to time.

N-7.2 Such officers shall be elected by the affirmative vote of not less than ten (10) members.

N-7.3 The Executive Committee may at any time appoint and fix the compensation of an Assistant Secretary and an Assistant Treasurer, each of whom shall be subject to removal at any time by the Executive Committee.

N-7.4 The President shall:

- (a) Preside at all meetings of the League and
- (b) Render an annual report to the League members at each annual meeting.

N-7.5 The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the League, receipt and give receipts for monies due and payable to the League from any source whatsoever, and deposit all such monies in the name of the League in such depositories as the Commissioner may determine, keep full and accurate accounts of the receipts and disbursements of the League and in general perform all of the

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duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Commissioner or the Executive Committee. In addition, the Treasurer shall:

- (a) Pay all current bills and salaries after approval by the Commissioner.
- (b) Annually submit a detailed statement of all receipts and disbursements of the League, together with a complete balance sheet thereof.
- (c) He shall give a surety bond in the principal sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000) for the faithful discharge of his duties, with the League named as obligee thereon. The premium shall be paid by the League.
- (d) During the playing season, he shall report weekly to each member on attendance and receipts for all games played by member clubs during the preceding week; such report shall also include any delinquency in any amounts owing to the League and such other information as the Treasurer deems expedient.

N-7.6 The Assistant Treasurer, if requested so to do by the Executive Committee, shall give bond for the faithful discharge of his duties, in such sums, and with such sureties as the Executive Committee shall require. At the request of the Treasurer, or in his absence or disability, the Assistant Treasurer shall perform all the duties of the Treasurer and when so acting, he shall have all the powers of, and be subject to all the restrictions upon, the Treasurer. He shall perform such other duties as from time to time may be assigned to him by the Executive Committee, the Commissioner, or the Treasurer.

N-7.7 The Secretary shall keep records of all proceedings of the League and of the minutes of the meetings of the members and of the Executive Committee in one or more books provided for that purpose, cause all notices to be fully given in accordance with the provisions of this Constitution or as required by law, be custodian of the League records, keep a register of the Post Office addresses of each member, and in general perform all the duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the Executive Committee or Commissioner.

N-7.8 At the request of the Secretary, or in his absence or disability, the Assistant Secretary shall perform all the duties of the Secretary and when so acting he shall have all the powers of, and be subject to all the restrictions upon, the Secretary. The Assistant Secretary shall perform such other duties as from time to time shall be assigned to him by the Executive Committee, the Commissioner or the Secretary.

ARTICLE N-VIII COMMISSIONER

N-8.1 The League shall select and employ a person of unquestioned integrity to serve as Commissioner of the League and shall determine the period and compensation of his employment.

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N-8.2 The Commissioner is authorized, at the expense of the League, to hire legal counsel and take or adopt appropriate legal action or such other steps or procedure as he deems necessary and proper in the best interests of either the League or professional football, whenever any party or organization not a member of, employed by, or connected with the League or any member thereof, is guilty of any conduct detrimental either to the League, its member clubs or employees, or to professional football.

N-8.3 The Commissioner shall have authority to establish a Public Relations Department for the League, and such department shall be under his exclusive control and direction. He may employ persons to staff said department and shall fix and determine the compensation therefor.

N-8.4 The membership of a member or the interest of any person owning a share or interest therein shall be suspended or terminated only by resort to the following procedure:

- (a) Any member of the Executive Committee or the Commissioner may prefer charges against a member, or the holder of any interest therein, on the ground that such a member or holder has violated the provision of the Constitution and By-Laws, or is or has been guilty of conduct detrimental to the League or to professional football; said charges shall be in writing and filed with the Secretary of the League. The Commissioner shall first conduct such investigation as he deems appropriate. Upon the completion thereof, the Commissioner shall submit a copy of the charges by mail to each member club and to the member or person against whom such charges have been made, and shall make his recommendation thereon to the Member Clubs.
- (b) The member or person so charged may, within fifteen (15) days after receipt of the charges, file with the Commissioner its or his written answer thereto. The Commissioner shall thereupon deliver a copy of such answer to all members of the League.
- (c) A special meeting of the League shall be called to hear the charges; the time and place of such meeting shall be fixed by the Commissioner.
- (d) At such hearing the Commissioner shall preside, unless he is the complainant; in such event, the presiding officer shall be elected by majority vote of the members attending the meeting.
- (e) At the hearing the member or person so charged shall have the right to appear in person and by counsel. Strict rules of evidence shall not apply, and any testimony and documentary evidence submitted to the hearing shall be received and considered. Either the complainant or the member or person charged shall be entitled to an adjournment for a reasonable time to enable it or him to present rebuttal evidence.
- (f) After considering all the evidence, the members shall vote upon the charges and fix the punishment. An affirmative vote of not less than thirteen (13) members shall be required to sustain the

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charges and fix the punishment, excluding the vote of any member in which the person charged has an interest.

- (g) If the members vote to terminate the membership or the interest of any member in a Club of the League, then the member club or person charged shall be required to dispose of the franchise of the affected club in accordance with the provisions of Section N-3.8 (h) hereof.

N-8.5 The Commissioner shall have the right to propose amendments or modifications in the Constitution and By-Laws of the League by submitting such amendments or modifications in writing to the League no less than twenty (20) days prior to the holding of any Annual Meeting of the League.

ARTICLE N-IX CONDUCT OF THE LEAGUE

N-9.1 (A) Every contract with any employee of the League or of a club therein shall contain a clause wherein the employee agrees to abide and be legally bound by the Constitution, By-Laws and the Rules and Regulations of the League, as well as by the decisions of the Commissioner thereof, which decision shall be final, conclusive and unappealable; such contract shall provide further that the contracting parties, if involved or affected in any manner by a decision of the Commissioner, agree to release the Commissioner and to waive every claim he, they or it have against the Commissioner individually, and in his official capacity, as well as against the League, each and every member club thereof and any and all directors, officers, stockholders, partners, or holders of an interest therein, for damages and for any other claims or demands arising out of or connected with any decision of the Commissioner.

(B) Any player, eligible to participate as a member of the League Championship Team, who is traded or sold to another club prior to the Chicago Tribune All-Star Game in the succeeding season must be paid one-half of his game salary for the Chicago Tribune All-Star Game by the League Championship Club; such salary shall be calculated on the basis of the salary in effect at the time of the trade or sale. If such player is waived by the Championship Club and then claimed by another club, then the claiming club, if awarded the player, must pay such player the one-half game salary such player would have received for such All-Star Game, if he had not been waived; such salary shall be calculated on the basis of the salary in effect at the time such player was waived.

(C) (1) If scheduled game cannot be played on the designated day, it must be played on the following Monday, Tuesday or Wednesday; or if that is not possible, at the end of the season. If moving such game to the end has an effect on team standings, the entire schedule shall be moved up one week.

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(2) Whenever a postponement is attributable to negligence by a club, the negligent club shall be responsible for all home club costs and expenses, including gate receipts and television contract income subject to approval by the Commissioner.

(3) Whenever traveling clubs utilize the following departure dates in arranging team travel schedules:

West to Midwest (and vice versa)—leave Friday
East to West (and vice versa)—leave Thursday

North to South (and vice versa)—leave Saturday

then the traveling club shall not be guilty of negligence should its club fail to arrive in time to play the game; a traveling club is permitted to use any travel schedule it chooses, but if it fails to abide by the foregoing travel schedule and the traveling club fails to arrive in sufficient time for the scheduled game to be played, then the traveling club shall be considered as having been negligent in determining its responsibility for the loss suffered by the Home Club under the foregoing provisions.

ARTICLE N-X

BROADCASTING AND TELEVISION

(The provisions of this Article N-X have been adopted for the years 1968 and 1969 only.)

N-10.1 Any contract entered into by any club for telecasting or broadcasting its games shall be subject to the conditions that:

- (a) The sponsor, the contract itself, the broadcasters who telecast or broadcast such games, and the men who do the color, also any person or persons who do a pre-game or post-game show from inside the park, must have written approval of the Commissioner. All holders of contracts with the League teams shall present to the Commissioner in writing three (3) names each for the men who will do the television, radio, color and pre-game and/or post-game shows, and the Commissioner shall select one of such persons for each of the above duties on the basis of what he believes to be in the best interest of the game and the League.
- (b) Any broadcaster may be removed by the Commissioner for conduct considered by the Commissioner as detrimental to the League or professional football.
- (c) The Constitution and By-Laws of the League as amended from time to time, shall be applicable to any person performing such function.

N-10.2 Subject to the limitations herein set forth, member clubs participating in any game are authorized to telecast and broadcast such game anywhere except as follows:

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(a) No club shall cause or permit a game in which it is engaged to be telecast into any area included within the home territory of any other club on the day that such other club is engaged in playing a game at home.

(b) Nothing contained herein shall constitute a grant of right or authority, to any team, to cause or permit telecast of a home game within the home territory. Telecast of a home game within the home territory shall be caused or permitted only by agreement between the participating teams and is subject to the provisions of Section N-10.1.

(c) Each home club grants to the visiting club the exclusive right to permit or license the telecast of the game being played between them both to the visiting club's home territory.

The Commissioner will not approve any contracts that do not contain a provision stating that the contract is subject to Article N-X as now or hereafter in effect.

N-10.3 The sale of radio and television and film rights for the League Championship Game between the winners of the Eastern Conference and the Western Conference shall be under the sole jurisdiction of the Commissioner and be subject to the provisions of Article N-X.

In the League Championship Game:

- (1) The home club may broadcast by radio locally and the visiting club to its home city, on a non-exclusive basis from a station located in its home city; provided, (a) said club contributes to the gross receipts of the game (to be divided in the same manner as game receipts are distributed) a fair and equitable sum affixed by the Commissioner in his sole and absolute discretion; and (b) provided the Commissioner approves all sponsors and broadcasters involved in the game.
- (2) No television station may carry or broadcast the game if its signal is visible in the home territory (75 miles) of the home club in the city where the game is being played. The Commissioner's decision in this matter shall be final; as per Judge Grim's Decision.

N-10.4 Each club when playing at home shall provide adequate space for use of the visiting club in telecasting and/or broadcasting each game.

N-10.5 The player grants to the club controlling his contract and to the League severally and jointly, the privilege and authority to use his name and/or picture for publicity and/or advertising purposes in newspapers, magazines, motion pictures, game programs and annual roster manuals, radio material, television telecast, and all other publicity and/or advertising media providing such publicity and/or advertising does not in itself constitute an endorsement by that individual player of a commercial product.

N-10.6 All provisions of Article N-X are intended to conform to and are subject to the Final Judgment of the United States District Court for the

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Eastern District of Pennsylvania entered December 28, 1953, and as thereafter modified, against the National Football League and certain of its member clubs; in the event of any conflict between the Constitution and By-Laws and said judgment, the provisions of said Final Judgment, as modified, shall prevail.

ARTICLE N-XI SCHEDULE

N-11.1 (A) Subject to the provisions of Sec. N-11.1 (B), the following conditions shall govern and apply in the drafting of the schedule each year, namely:

- (a) Each team shall play each other team in its conference home and home games each year.
- (b) Interconference games shall be played each year and shall be rotated among the teams in each conference until each team has played a game at home and a game away with each team in the other conference and then such rotation shall be repeated.
- (c) Washington will play Baltimore each year either one game at home or one game at Baltimore unless Baltimore and Washington jointly agree to waive such game and elect to be scheduled as prescribed in (b) above.
- (d) Whenever reference is made to a Green Bay home game, it is understood that such home game may be scheduled at either Green Bay or Milwaukee, at the election of the Commissioner.

N-11.1 (B) The following conditions shall govern and apply in the drafting of a schedule for the years 1968 and 1969 only, namely:

- (a) Each of the four teams in each Division in a conference shall play the other teams in its Division in the conference, home and home games each year.
- (b) Each of the four teams in one Division of a conference shall play one game each year with each team in the other Division in its conference; two of such games shall be played at home and two of such games shall be played away each year.
- (c) In 1968 each of the four teams in one Division of one conference shall play one interconference game with the four teams in a Division of the other conference; two of such games shall be played at home, and two of such games shall be played away.
- (d) In 1969 each of the four teams in one Division of one conference shall play on interconference game with each of the four teams in the Division of the other conference against which such teams did not compete in 1968, two of such games shall be played at home and two of such games shall be played away; despite the foregoing,

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no team in the Western Conference will play either the New York Giants or the New Orleans Saints in successive seasons.

(e) At the conclusion of the League schedule in each Division in each conference of the League, the club with the highest winning percentage in the Division will meet the club with the highest percentage in the other Division in the conference for the championship of the conference. In calculating the percentage, tie games shall not be considered as having been played. To determine the percentage, the total number of winning games shall be divided by the total number of games played. In case of a tie in the percentage rating of the leading clubs in a Division in a conference, the league shall determine the winner of the Division by the following rules:

I. If two teams within the Division are tied, then:

- 1) The team with the best point record in games played between the two teams tied shall be named the winner of the Division.
- 2) If sub-paragraph 1) does not decide the matter, if neither has played in a league championship game, then the last of the two teams to play in a Conference Playoff game shall be eliminated and the other team shall be awarded the divisional title. No Conference Playoff game prior to 1967 shall be considered for the purposes of this determination.
- 3) If sub-paragraphs 1) and 2) above are not applicable, then the team that has most recently played in a league championship game shall be eliminated and the other team shall be chosen to represent the Division.
- 4) If none of the foregoing subparagraphs 1), 2) and 3) is applicable, the choice of the team to represent the Division shall be determined by a toss of a coin.

II. If there is a tie involving three or four teams in the Division, then:

- 1) The team with the best percentage record in games played among the three or the four teams, as the case may be, shall be named the winner of the Division.
- 2) If sub-paragraph 1) above does not apply, if two or three teams had better records in games played among the three or four teams tied, the team or teams with the poorest record in games played among such teams shall be eliminated from consideration; then the point differential in games played between the two or more remaining teams shall determine the winner, if a differential exists.
- 3) If neither sub-paragraph 1) and 2) above determines the winner, then the team last participating in a Conference

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Playoff game shall be eliminated. No Conference Playoff game prior to 1967 shall be considered applicable for this determination.

- 4) If none of the foregoing sub-paragraphs 1), 2) and 3) is applicable, then the team last competing in a league championship game shall be eliminated.
- 5) If the foregoing sub-paragraphs 1), 2), 3) and 4) do not determine a winner, then the winner shall be determined by a flip of a coin.

The site of the conference playoff games for 1967 shall be determined by a flip of a coin prior to the commencement of the 1967 playing season. The site of the Conference Playoff games between divisions of each conference shall be alternated each year. The Commissioner shall authorize the printing of tickets for all Conference Playoff games and shall also supervise the distribution of all revenue therefrom. The provisions of Article N-XIV Section N-14.2 subsections (B), (C), (D), (E) and (F) of the Constitution and By-Laws shall be applicable to Conference Playoff games.

ARTICLE N-XII

PLAYER CONTRACTS

N-12.1 The minimum salary for a selected player shall be \$5,000 per year.

N-12.2 In addition to the salary stipulated in paragraph 3 of his contract, each player shall, during the training season, be paid an allowance for expenses to be determined by the club.

ARTICLE N-XIII

CONDUCT OF LEAGUE GAMES

N-13.1 Each player must wear on the back and front of his jersey an identification number that shall be at least eight inches long and four inches wide. The name and number of each player of the visiting team must be furnished to the home team by the visiting club at least six days prior to the scheduled game with the visiting team. Any change in the numbering of a player shall be forthwith communicated to the opposing club.

N-13.2 (A) Subject to the provisions of sub-section (B) hereof, and at the option of the home club, the visiting team in all League games shall wear the colors awarded to such team under Section N-13.3 of this Article, and the home team shall wear white. In the event that the colors of the visiting team conflict with the white worn by the home team, the visiting team shall wear other colors approved by the Commissioner. The provisions of this Section shall also apply to the League Championship Game and to any Conference Playoff Game.

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(B) Provided written approval is obtained from the applicable television network of the home club prior to September 1st in any year, then neither club in any League game shall be required to wear white jerseys, but shall be permitted to wear the colors awarded to their respective clubs. The same provisions shall likewise apply to the League Championship Game, provided such permission is received from the applicable television network before 5:00 P.M., New York Time on the Tuesday preceding the playing of such game.

N-13.3 The colors of the respective clubs are as follows:

Atlanta Falcons	Red and Black with Gold and White Trim
Baltimore Colts	Royal Blue, White and Silver
Chicago Bears	Orange, Blue and White
Cleveland Browns	Seal Brown with Orange Trim, White and Silver
Dallas Cowboys	Blue and White
Detroit Lions	Honolulu Blue and Silver
Green Bay Packers	Navy Blue, Green and Gold
Los Angeles Rams	Royal Blue, Gold and White
Minnesota Vikings	Purple and White with Gold Trim
New Orleans Saints	Old Gold, Black and White
New York Giants	Red, White and Blue
Philadelphia Eagles	Royal Blue and White, Green and White
Pittsburgh Steelers	Gold and Black
St. Louis Cardinals	Cardinal Red, Black and White
San Francisco 49ers	Cardinal and Gold
Washington Redskins	Burgundy and Gold

The Commissioner must approve, in advance, any changes in the foregoing colors of the clubs.

ARTICLE N-XIV

CONFERENCE PLAYOFF GAMES

N-14.1 At the conclusion of the regular schedule in each conference of the League, the club with the highest winning percentage in the Eastern Conference will meet the club with the highest percentage in the Western Conference for the Championship of the League. In calculating the percentage, tie games shall not be considered as having been played. To determine the percentage, the total number of winning games shall be divided by the total number of games played. In case of a tie in the percentage rating of clubs leading a conference, the championship of the conference shall be determined in a conference playoff game.

N-14.2 (A) The Commissioner shall prescribe the date of all conference playoff games and shall authorize the printing of tickets therefor. The

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Commissioner shall also supervise the distribution of all revenues from playoff games.

(B) All revenues derived from a conference playoff game, including all receipts from the sale of tickets and receipts from the sale of television rights, but excluding receipts from programs and concessions which shall be retained by the home club, shall be divided equally between the two participating member clubs after the following deductions:

- (1) All Federal, State and Municipal taxes assessed against the sale of tickets.
- (2) A sum equal to fifteen percent (15%) of the gross receipts (after the deduction of all admission taxes) as rental for the use of the stadium.
- (3) Any amount required to be paid to the treasury of the League under the Constitution and By-Laws thereof.
- (4) Travel and hotel expenses of the visiting club not to exceed a maximum of fifty-five (55) persons.
- (5) All other expenses of the game, including the compensation of game officials, expenses of stadium operation, if any, cost of printing and distributing tickets, salaries to part of stadium employees, expenses of the band or other reasonable entertainment and any other incidental expenses arising out of the conduct of the game. Salaries and expenses of owners and executives of clubs and of the office help, and any medical expense shall not be deductible as expense items against the game.
- (6) In the event a dispute arises in reference to any extraordinary or other unusual expenses of the game on which the participating clubs cannot agree, the determination of whether such item shall be chargeable against the game shall be referred to the Commissioner for decision, and such decision by the Commissioner shall be final, conclusive and unappealable.

(C) Each player of the participating teams shall receive a sum equivalent to an amount obtained by dividing his total compensation for the season (exclusive of bonuses) by the number of regular League games played by the club during that season.

(D) The site of the conference playoff games shall be determined by the toss of a coin during a meeting of the clubs having a possible chance of participation in the League Championship Games; such meeting shall be at a time and place fixed by the Commissioner and shall be attended by a representative of each club then having a possible chance of winning a conference championship; such meeting shall decide all arrangements for all conference playoff games, if any, and for the League Championship Game.

Each club in attendance shall furnish information to the Commissioner on its regular scale of admission prices, capacity of the stadium, and such other information as the Commissioner may request.

(E) The sudden death system to determine the winner shall prevail when the score is tied at the end of the regulation playing time of a conference playoff game.

Under this system the team scoring first during overtime play herein provided for, shall be the winner of the game, and the game is automatically ended on any score (including a safety) or when a score is awarded by the referee for a palpably unfair act. Other provisions in respect to the sudden death system shall be as provided in the Rule Book of the League.

(F) Only players eligible to play for the contending club in either one or both of the last two League games of that club will be eligible to compete in the Conference Playoff Game. Eligibility will be determined by reference to the official records in the office of the Commissioner of the League.

ARTICLE N-XV

LEAGUE CHAMPIONSHIP GAME

N-15.1 The League Championship Game shall be played under the supervision, control and direction of the Commissioner. All questions arising in connection with said game not specifically provided for herein, or covered in the playing rules of the League shall be decided by the Commissioner.

N-15.2 The Commissioner shall establish the date, starting time and the ticket price of the game. Tickets shall be printed under the Commissioner's direction, and the cost thereof shall be charged as an expense of the game. Tickets shall be made available as promptly as possible following the determination of the teams to participate therein. There shall be no complimentary tickets for the game.

N-15.3 The Commissioner shall have authority to order the home club to honor reserve seat requests in the following priority:

- (a) Fifty (50) tickets each for the Commissioner and the Director of the publicity department of the League, and fifty (50) tickets for each club of the League.
- (b) Tickets for the visiting club in such quantity as the Commissioner shall decide is necessary to meet the requirements of the visiting club, not to exceed 20% of the available tickets after provision for season ticket holders or other obligations under this Section N-15.3.

The home club is entitled to permit the season ticket holders to purchase for the League Championship Game the same number of seats at the same locations as such season ticket holders held throughout the regular season.

All unsold tickets in possession of the visiting club, together with funds covering any tickets sold by the visiting club, must be returned postage prepaid by registered airmail, special delivery service, U.S. Mail, to the home club not later than midnight of the Thursday preceding the Sunday on which the game is to be played.

N-15.4 The League Championship Game shall not be played earlier than the first Sunday after Christmas. Beginning with the season of 1965, the League Championship Game shall be played on the home grounds of the club winning the Western Conference Championship game; the following year it shall be played in the Eastern Conference; and in the succeeding odd years, it shall be played in the Western Conference; in the even years in the Eastern Conference, unless both clubs agree to a transfer of the game, which transfer must be first approved by the Commissioner.

N-15.5 The Commissioner shall select all persons to officiate at the League Championship Game, and in making such selection shall not invite nor be required to observe any recommendations or objections from member clubs, coaches or employees in respect to the officials therein.

N-15.6 Only players eligible to play for the contending club in either one or both of the last two League games of that club shall be eligible to compete in the League Championship Game. Eligibility will be determined by the official records thereof in the office of the Commissioner.

N-15.7 Players on each club shall meet to determine the division of the club's share of the money.

All players eligible to participate in said game, and all regular coaches and the trainers shall receive equal shares. If there is more than one trainer, then the trainers shall divide a minimum of one full share unless the players vote a greater share to the trainers. Additional shares or portions thereof may be voted for coaches, trainers, club attaches, or to any player who had been with the club as a player during the current season provided said player is not then on the roster of any other club in the League. Following such meeting, clubs shall forward to the Commissioner the names of the players and the other participating persons and the amount each is to receive. A disbursement of such shares will then be made by the Treasurer of the League, after approval by the Commissioner.

N-15.8 (A) The visiting club shall be allowed transportation and hotel expenses for fifty-five (55) persons. No player of either club shall be paid any salary other than his share from the receipts of such game, as aforesaid.

(B) Half-time entertainment shall be promoted and provided by the home club under the supervision of the Commissioner, and the cost of the same shall be charged to and paid as an expense of the game.

N-15.9 The game receipts shall include all receipts from the sale of tickets, whether presented for admission or not, and any additional amounts received for radio, television, and motion pictures; such receipts shall be deposited in the League Treasury. The program receipts, including sums for advertising or sale thereof, shall belong to the home club, and any profit or loss thereon shall be for the account of the home club; neither the League nor the visiting club shall share in the program or be responsible therefor.

N-15.10 After all income from the game from whatever sources derived, has been computed, the Treasurer of the League, after approval by the Commissioner thereof, shall first pay the following amounts therefrom:

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- (a) All Federal admission and other taxes, State, Federal or local;
 - (b) Stadium rental and all other expenses involved in the staging of the game;
 - (c) Such sums as are required to fund the cost of the club contributions to the Bert Bell NFL Player Retirement Plan and the NFL Player Insurance Trust as fixed by resolution of the member clubs of the League;
 - (d) Such sums as are required to fund the cost of club contributions to the Front Office and Coaches Pension and Insurance Plans of each club as fixed by resolution of the member clubs of the League; and
 - (e) 10% of the monies received for national radio and television rights to the game shall be paid to the League office.
- After all of such sums have been paid or deducted, the balance of the income from the game (hereinafter called "net receipts") shall be distributed by the Treasurer of the League as follows:

- (1) 70% of the "net receipts" shall be paid and divided in accordance with the following formula:
 - (i) \$50,000 of the "net receipts" shall be paid to and divided among the players of each of the clubs finishing second in the Eastern and Western Conferences (a total of \$100,000 to the second place clubs);
 - (ii) \$37,500 of the "net receipts" shall be paid to and divided among the players of each of the clubs finishing third in the Eastern and Western Conferences (or a total of \$75,000 to the third place clubs);
 - (iii) The balance thereof to the players of the contesting teams, divided 60% to the winning team and 40% to the losing team.
- (2) The remaining 30% of the "net receipts" shall be divided in the following manner:
 - (i) $\frac{1}{3}$ thereof (15%) shall be paid to each member club whose team participated in the game ($7\frac{1}{2}\%$ to each club); and
 - (ii) $\frac{1}{2}$ thereof (15%) shall be paid to the League Office.

If the game results in a tie score at the end of regulation play, the sudden death system of determining the winner shall prevail as described in Section N-14.2 (E) hereof, and the game will thereafter proceed by quarters with no half-time intermission; rules for time-outs will be the same as in a League game, including rules governing the last two minutes of the second and fourth quarters in any sudden death period.

N-15.11 The club winning the League Championship shall be presented with the Memorial Trophy, to be retained by the club as long as it

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retains the League Championship title. When the League Championship title passes from one club to another, the club holding the Memorial Trophy must transfer it forthwith to the Commissioner, who in turn shall present it to the new League Championship Club. Each year the winning club shall be given by the League a miniature of the Trophy as its permanent possession.

ARTICLE N-XVI

PRE-SEASON AND POST-SEASON GAMES

N-16.1 The Commissioner may grant permission for two League teams to play against each other in the pre-season provided:

- (a) All teams in each Conference other than the San Francisco club, must schedule four pre-season games each year with four different teams in the opposite Conference; the San Francisco club must schedule three pre-season games each year with three different teams in the opposite Conference, and
- (b) No team other than the San Francisco club may schedule a fifth pre-season game with any team in its own Conference unless both of such teams have scheduled four games with four different teams in the opposite Conference. The San Francisco club may schedule one game with a team in its own Conference provided the San Francisco club has scheduled three games with three different teams in the opposite Conference.

(c) No team in the Eastern or Western Conference shall be forced to take a second trip East or West and go farther than an equal distance between the cities of the competing teams.

(d) No team in the League may schedule a pre-season game with a team in another league until it has scheduled four games with four different teams in the League.

N-16.2 The League shall be paid 2% of the gross receipts from all pre-season games after deducting:

- (a) All Federal, State and Municipal taxes assessed upon the sale of tickets, and
- (b) A sum equivalent to 15% of the gross receipts for rental after deducting the foregoing taxes.

ARTICLE N-XVII

AMENDMENT OF CONSTITUTION

AND BY-LAWS

N-17.1 Subject to the exception stated in (A) and (B) herein, the Constitution and By-Laws of the League may be altered or amended by

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an affirmative vote of not less than thirteen (13) member clubs of the League, provided such amendment or alteration was previously submitted in writing to the League, either by a member club no less than thirty (30) days prior to such Annual Meeting, or by the Commissioner no less than twenty (20) days prior to such Annual Meeting.

N-17.2 This Constitution and By-Laws may be altered or amended by a unanimous vote of all the member clubs at any meeting, special, annual or otherwise.

N-17.3 (A) No change or amendment to any section of the Constitution and By-Laws involving or relating to the arrangement under which the Baltimore and Washington franchises are to be operated and handled shall be effective unless approved by the unanimous vote of all member clubs of the League; such arrangement is contained in the provisions of Section N-11.1 (A) (c) of this Constitution.

(B) Anything in this Constitution and By-Laws to the contrary notwithstanding, the provisions of Section 3.1 (A) and of this Section N-17.3 may not be altered or amended without the unanimous consent of all members of the League.

N-17.4 Whenever an amendment or alteration to the Constitution and By-Laws is submitted for approval, such must indicate the author of the proposal.

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